

# EXHIBIT 1

# SUMMONS

## (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** WESTROCK COMPANY, a corporation;  
**(AVISO AL DEMANDADO):** WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company;  
 Additional Parties Attachment form is attached.

**YOU ARE BEING SUED BY PLAINTIFF:** ALICIA REYNA, individually, and on  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):** behalf of others similarly situated

FOR COURT USE ONLY  
 (SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED BY  
 Superior Court of California,  
 County of Monterey  
 On 11/14/2019 12:00 PM  
 By: Jacqueline Gilbert, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
 (El nombre y dirección de la corte es):  
 Superior Court of California, County of Monterey  
 1200 Aguajito Rd.

CASE NUMBER:  
 (Número del Caso): 19CV004600

Monterey, California 93940

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Matthew J. Matern  
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matern Law Group, PC

1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266

(310) 531-1900

DATE: 11/14/2019  
 (Fecha)

Clerk, by /s/ Jacqueline Gilbert, Deputy  
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

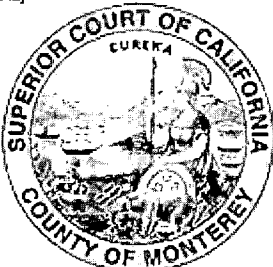
3. ☒ on behalf of (specify): WestRock MWV, LLC., a limited liability company

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☒ other (specify): limited liability company

4. ☐ by personal delivery on (date):

[SEAL]



SUM-200(A)

SHORT TITLE:	CASE NUMBER: 19CV004600
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**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff    ☒ Defendant    ☐ Cross-Complainant    ☐ Cross-Defendant

WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.;  
 WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company;  
 and DOES 1 through 100, inclusive,

Page 1 of 1

Page 1 of 1

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
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Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a corporation;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK MWV, LLC, a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company, formerly  
known as WESTROCK CALIFORNIA, INC.;  
WESTROCK CP, LLC, a limited liability  
company; WESTROCK PACKAGING  
SYSTEMS, LLC, a limited liability company;  
and DOES 1 through 100, inclusive,

Defendants

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/14/2019 12:00 PM  
By: Jacqueline Gilbert, Deputy

CASE NO.: 19CV004600

**COMPLAINT**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

PLAINTIFF ALICIA REYNA (“PLAINTIFF”), an individual, demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as follows:

**JURISDICTION AND VENUE**

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and Defendants WESTROCK COMPANY, a corporation; WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.; WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company and DOES 1 through 100, inclusive (collectively hereinafter, “DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Monterey, California because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of Monterey, DEFENDANTS maintain offices and facilities and transact business in the County of Monterey, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the County of Monterey.

**PLAINTIFF**

3. PLAINTIFF is a female resident of the State of California and a former employee of DEFENDANTS.

4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime

1 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and  
 2 quitting employees, failure to indemnify employees for necessary expenditures and/or losses  
 3 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure  
 4 to maintain required records, and interest, attorneys' fees, costs, and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly  
 6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
 7 employees of DEFENDANTS in the State of California at any time within the period  
 8 beginning four (4) years prior to the filing of this action and ending at the time this action  
 9 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right  
 10 to name additional class representatives.

### 11 DEFENDANTS

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 13 WESTROCK COMPANY is, and at all times relevant hereto was, authorized to conduct business  
 14 in the State of California, and does conduct business in the State of California. Specifically,  
 15 DEFENDANT WESTROCK COMPANY maintains offices and facilities and conducts business  
 16 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
 17 California.

18 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 19 WESTROCK SERVICES, LLC is, and at all times relevant herein was, authorized to conduct  
 20 business in the State of California, and does conduct business in the State of California.  
 21 Specifically, upon information and belief, Defendant WESTROCK SERVICES, LLC maintains  
 22 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
 23 in, the County of Monterey, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 25 WESTROCK CONSUMER PACKAGING GROUP, LLC is, and at all times relevant hereto was,  
 26 authorized to conduct business in the State of California, and does conduct business in the State  
 27 of California. Specifically, DEFENDANT WESTROCK CONSUMER PACKAGING GROUP,  
 28 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll

1 practices or policies in, the County of Monterey, State of California.

2 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
3 WESTROCK MWV, LLC is, and at all times relevant hereto was, authorized to conduct business  
4 in the State of California, and does conduct business in the State of California. Specifically,  
5 DEFENDANT WESTROCK MWV, LLC maintains offices and facilities and conducts business  
6 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
7 California.

8 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
9 WESTROCK CALIFORNIA, LLC is, and at all times relevant hereto was, authorized to conduct  
10 business in the State of California, and does conduct business in the State of California.  
11 Specifically, DEFENDANT WESTROCK CALIFORNIA, LLC maintains offices and facilities  
12 and conducts business in, and engages in illegal payroll practices or policies in, the County of  
13 Monterey, State of California.

14 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
15 WESTROCK CP, LLC is, and at all times relevant hereto was, authorized to conduct business in  
16 the State of California, and does conduct business in the State of California. Specifically,  
17 DEFENDANT WESTROCK CP, LLC maintains offices and facilities and conducts business in,  
18 and engages in illegal payroll practices or policies in, the County of Monterey, State of  
19 California.

20 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
21 WESTROCK PACKAGING SYSTEMS, LLC is, and at all times relevant hereto was, authorized  
22 to conduct business in the State of California, and does conduct business in the State of  
23 California. Specifically, DEFENDANT WESTROCK PACKAGING SYSTEMS, LLC maintains  
24 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
25 in, the County of Monterey, State of California.

26 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
27 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
28 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant



1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
5 when ascertained.

6 14. At all relevant times herein, DEFENDANTS were the joint employers of  
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
8 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
11 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
12 Defendant, and each was the alter ego of the other.

13 15. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
19 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
20 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
22 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

23 16. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
27 and scope of said agency, employment and/or direction and control.

28 ///



17. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

### **CLASS ACTION DESIGNATION**

18. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

### **FIRST CAUSE OF ACTION**

#### **Failure to Provide Required Meal Periods**

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]**

**(Against all DEFENDANTS)**

15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than

the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 1-2001, § 11.

17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 1-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

## **SECOND CAUSE OF ACTION**

### **Failure to Provide Required Rest Periods**

**[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

**(Against all DEFENDANTS)**

20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not

1 provided.

2 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
4 earned and due, interest, penalties, expenses, and costs of suit.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
10 allegations in the foregoing paragraphs.

11 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-  
12 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
13 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
14 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
15 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
16 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
17 on the seventh consecutive day of work in any workweek.

18 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
20 Order No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
21 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
22 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
23 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
24 California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, permitting  
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate

1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
2 discovered.

3 27. In violation of California law, DEFENDANTS have knowingly and willfully  
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
11 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code  
12 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
13 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
14 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
15 fees, expenses, and costs of suit.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
21 allegations in the foregoing paragraphs.

22 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-  
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
24 worked in a payroll period is unlawful.

25 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest

breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

32. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

#### **FIFTH CAUSE OF ACTION**

##### **Failure to Pay All Wages Due to Discharged and Quitting Employees**

**[Cal. Labor Code §§ 201, 202, 203]**

**(Against all DEFENDANTS)**

33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

36. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
4 California Labor Code §§ 201 and 202.

5 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
7 together with interest thereon, as well as other available remedies.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
12 to California Labor Code §§ 1194 and 2699.

### 13 **SIXTH CAUSE OF ACTION**

#### 14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
20 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
22 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not  
23 limited to the following records: total daily hours worked by each employee; applicable rates of  
24 pay; all deductions; meal periods; time records showing when each employee begins and ends  
25 each work period; and accurate itemized statements.

26 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,



1 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
 2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
 3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
 4 provided in California Labor Code § 226(e), as well as other available remedies.

### 5 **SEVENTH CAUSE OF ACTION**

#### 6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 10 allegations in the foregoing paragraphs.

11 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
 12 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
 13 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
 14 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
 15 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
 16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
 17 § 226 and IWC Wage Order No. 1-2001, § 7.

18 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
 19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
 20 statements in accordance with California Labor Code § 226(a).

21 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
 22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
 23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
 24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
 25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
 26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
 27 California Labor Code § 226(e), as well as other available remedies.

28 ///



**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of  
Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for tools, steel toed boots, uniform-related expenses, usage of personal cell phones, and other employment-related expenses, in violation of California Labor Code § 2802.

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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**NINTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

52. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

53. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

55. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
 2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
 3 MEMBERS.

4 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
 5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
 6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
 7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
 8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
 9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
 10 jurisdiction of this Court.

#### 11 **TENTH CAUSE OF ACTION**

#### 12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
 16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 21 and the  
 17 subparagraphs thereto.

18 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
 19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
 20 current and former employees of DEFENDANTS pursuant to the procedures specified in  
 21 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
 22 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
 23 against PLAINTIFF and CLASS MEMBERS.

24 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
 25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
 26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
 27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a  
 28 representative action for the violations set forth above, including but not limited to violations of

1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
 2 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys'  
 3 fees and costs pursuant to California Labor Code § 2699(g)(1).

4 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
 5 August 29, 2019 by online filing to the California Labor and Workforce Development Agency  
 6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California  
 7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
 8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
 9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
 11 California Labor Code § 2699.3 to commence a representative action under PAGA.

#### 12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
 14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
 15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
 18 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
 20 and IWC Wage Order No. 1-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
 23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
 24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all  
 27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

28 ///

8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;

10. For declaratory relief;

11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;

12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

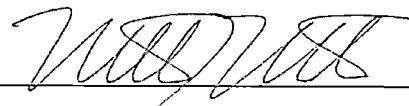
13. For such further relief that the Court may deem just and proper.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By: \_\_\_\_\_

  
Matthew J. Matern  
Tagore O. Subramaniam  
Julia Z. Wells  
Attorneys for Plaintiff  
ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

**DEMAND FOR JURY TRIAL**

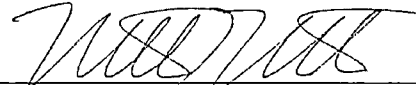
PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



Matthew J. Matern

Tagore O. Subramaniam

Julia Z. Wells

Attorneys for Plaintiff

ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Matthew Matern; Tagore Subramaniam; Julia Wells SBN: 159798; 280126; 314242</b> <b>Matern Law Group, PC</b> <b>1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266</b> TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): <b>Plaintiff Alicia Reyna</b>		<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED BY</b> <b>Superior Court of California,</b> <b>County of Monterey</b> <b>On 11/14/2019 12:00 PM</b> <b>By: Jacqueline Gilbert, Deputy</b>	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Rd. MAILING ADDRESS: 1200 Aguajito Rd. CITY AND ZIP CODE: Monterey, 93940 BRANCH NAME: <b>Monterey Courthouse</b>			
CASE NAME: <b>Alicia Reyna v. Westrock Company, et al.</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>19CV004600</b>  JUDGE:  DEPT:

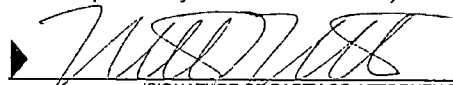
Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- |   |  |  |
|---|--|--|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |   |
|---|---|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): Ten (10)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 14, 2019

Matthew Matern

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<b>SUPERIOR COURT OF MONTEREY COUNTY</b> Monterey Branch, 1200 Aguajito Road, Monterey, CA 93940	
Alicia Reyna vs. WestRock Company, et al.	<b>CASE NUMBER</b> 19CV004600
	<b>Case Management Conference</b>

**NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE**

**Your case designated COMPLEX or CLASS ACTION is assigned for all purposes to Honorable Lydia M. Villarreal Dept. 13**

This notice and Alternative Dispute Resolution (ADR) information packet (CI-127)\* must be served together with the Summons and Complaint pursuant to California Rule of Court 3.221. *Parties are required to follow the case management rules as outlined in California Rule of Court 3.722 and Chapter 6 of the Local Rules of Court found on the court website at [www.montereycourt.ca.gov](http://www.montereycourt.ca.gov) . A joint case management statement shall be filed prior to the conference as outlined in California Rule of Court 3.725.*

**Date: March 17, 2020**

**Time: 9:00 AM**

**Location: 1200 Aguajito Road, Monterey, CA 93940**

\*The ADR information packet (CI-127) can be found at FORMS on the court's website at [www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov).

Pursuant to statutes of the State of California, it is the responsibility of the court to establish procedures for the timely and effective disposition of civil cases.

The court is charged with the responsibility of ensuring all parties a fair and timely resolution of their disputes, and the court is in the best position to establish neutral rules and policies without adversely affecting all parties' right to a fair trial. Effective management of the judicial system will build continuing respect by the community of government, minimize the costs to the parties and the public, and maximize the probability that cases will be timely resolved.

The goals of the Monterey County civil case and trial management system are:

1. To provide an effective and fair procedure for the timely disposition of civil cases;
2. To provide a mechanism to gather needed case information in order to make appropriate judicial management decisions; and
3. To establish reasonable rules and policies to require that cases reporting "ready" for trial may be tried without unnecessary delays or interruptions.

***Court proceedings are in English. If you or a witness in your case needs an interpreter, please complete Judicial Council form INT—300. You must file INT-300 at the first floor clerks counter (or by e-file) 15\* business days prior to your hearing.***

***Los procedimientos judiciales son en inglés. Si usted o un testigo en su caso necesita un intérprete, complete el formulario INT-300 del Consejo Judicial. Debe presentar el INT-300 con los empleados legales de la oficina del primer piso (o mediante archivo electrónico) 15\* días hábiles antes de su audiencia.***

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
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Tagore O. Subramaniam (SBN 280126)  
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Julia Z. Wells (SBN 314242)  
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1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/27/2019 11:42 AM  
By: Veronica Green, Deputy

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a Delaware  
corporation; WESTROCK SHARED  
SERVICES, LLC, a limited liability company;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK CONVERTING, LLC,  
a limited liability company; WESTROCK  
MWV, LLC, a limited liability company;  
WESTROCK HOLDINGS, INC., a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company; WESTROCK  
CP, LLC, a limited liability company;  
WESTROCK PACKAGING SYSTEMS, LLC,  
a limited liability company; and DOES 1  
through 100, inclusive,

Defendants

CASE NO.: 19CV004600

[Assigned for all purposes to the Hon. Lydia  
M. Villarreal]

**CLASS ACTION:**

**AFFIDAVIT OF PREJUDICE -  
PEREMPTORY CHALLENGE TO  
JUDICIAL OFFICER  
[C.C.P. § 170.6]**

Complaint filed: November 14, 2019

1 TO THE HONORABLE, THE SUPERVISING JUDGE OF THE ABOVE ENTITLED  
2 COURT:

3 Plaintiff Alicia Reyna, in the above-entitled matter, hereby moves that this action, which  
4 has been assigned to the Honorable Lydia M. Villarreal, Judge of the above-entitled Court, be  
5 reassigned from that judge, and that no matters hereinafter arising in this cause be heard by or  
6 assigned to the Honorable Lydia M. Villarreal on the ground that said judge is prejudiced against  
7 the plaintiff, her attorney and plaintiff's interests, in this action.

8  
9 AFFIDAVIT OF PREJUDICE - PEREMPTORY CHALLENGE TO JUDICIAL  
10 OFFICER

11  
12 I, Tagore Subramaniam, declare as follows:

- 13 1. That I am an attorney for plaintiff Alicia Reyna in the within action.  
14 2. That the Honorable Lydia M. Villarreal, the judicial officer before whom the  
15 aforesaid action is assigned, is prejudiced against plaintiff Alicia Reyna, the interest of plaintiff,  
16 and her attorneys, so that declarant and plaintiff cannot and believe that he and plaintiff cannot  
17 have a fair and impartial trial or hearing before the judicial officer.

18 I declare under penalty of perjury according to the laws of the State of California that the  
19 foregoing is true and correct, and that this declaration was executed on November 27, 2019 at  
20 Manhattan Beach, California.

21  
22 

23 Tagore O. Subramaniam  
24 Attorneys for Plaintiff ALICIA REYNA  
25 individually, and on behalf of others  
26 similarly situated  
27  
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY	
<b>Alicia Reyna,</b>  Plaintiff  vs.  <b>WestRock Company; WestRock Services, LLC;  WestRock Consumer Packaging Group, LLC;  WestRock MWV, LLC; WestRock California LLC;  WestRock California, Inc.; WestRock CP, LLC;  WestRock Packaging Systems, LLC,</b>  Defendant	Clerk: Elise Mouisset  Date: 12/17/2019    Case No. 19CV004600
Out of Court Entries by Clerk	

Affidavit of Prejudice pursuant to 170.6 CCP against Judge Lydia M. Villareal by Plaintiff's Attorney Tagore O. Subramaniam, submitted to Judge Susan J. Matcham for reassignment.

Case is assigned to Judge Marla O. Anderson in Monterey courtroom 14.

Plaintiff's Attorney is to notice all parties accordingly.

## **EXHIBIT 2**

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** WESTROCK COMPANY, a corporation;  
**(AVISO AL DEMANDADO):** WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; Additional Parties Attachment form is attached.  
**YOU ARE BEING SUED BY PLAINTIFF:** ALICIA REYNA, individually, and on **(LO ESTÁ DEMANDANDO EL DEMANDANTE):** behalf of others similarly situated

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED BY  
 Superior Court of California,  
 County of Monterey  
 On 11/14/2019 12:00 PM  
 By: Jacqueline Gilbert, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
 (El nombre y dirección de la corte es):  
 Superior Court of California, County of Monterey  
 1200 Aguajito Rd.  
 Monterey, California 93940

CASE NUMBER:  
 (Número del Caso): 19CV004600

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Matthew J. Matern  
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matern Law Group, PC  
 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266

(310) 531-1900

DATE: 11/14/2019  
 (Fecha)

Clerk, by /s/ Jacqueline Gilbert, Deputy  
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): WestRock Services, LLC., a limited liability company  
 under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☒ other (specify): limited liability company
4. ☐ by personal delivery on (date):



SUM-200(A)

SHORT TITLE:	CASE NUMBER: 19CV004600
--------------	----------------------------

**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.;  
 WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company;  
 and DOES 1 through 100, inclusive,

Page 1 of 1

Page 1 of 1

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
Email: mmatern@maternlawgroup.com  
Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
Julia Z. Wells (SBN 314242)  
Email: jwells@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a corporation;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK MWV, LLC, a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company, formerly  
known as WESTROCK CALIFORNIA, INC.;  
WESTROCK CP, LLC, a limited liability  
company; WESTROCK PACKAGING  
SYSTEMS, LLC, a limited liability company;  
and DOES 1 through 100, inclusive,

Defendants

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/14/2019 12:00 PM  
By: Jacqueline Gilbert, Deputy

CASE NO.: 19CV004600

**COMPLAINT**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

## INTRODUCTION

PLAINTIFF ALICIA REYNA (“PLAINTIFF”), an individual, demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as follows:

## JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and Defendants WESTROCK COMPANY, a corporation; WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.; WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company and DOES 1 through 100, inclusive (collectively hereinafter, “DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Monterey, California because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of Monterey, DEFENDANTS maintain offices and facilities and transact business in the County of Monterey, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the County of Monterey.

## PLAINTIFF

3. PLAINTIFF is a female resident of the State of California and a former employee of DEFENDANTS.

4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime

1 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and  
 2 quitting employees, failure to indemnify employees for necessary expenditures and/or losses  
 3 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure  
 4 to maintain required records, and interest, attorneys' fees, costs, and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly  
 6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
 7 employees of DEFENDANTS in the State of California at any time within the period  
 8 beginning four (4) years prior to the filing of this action and ending at the time this action  
 9 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right  
 10 to name additional class representatives.

### 11 DEFENDANTS

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 13 WESTROCK COMPANY is, and at all times relevant hereto was, authorized to conduct business  
 14 in the State of California, and does conduct business in the State of California. Specifically,  
 15 DEFENDANT WESTROCK COMPANY maintains offices and facilities and conducts business  
 16 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
 17 California.

18 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 19 WESTROCK SERVICES, LLC is, and at all times relevant herein was, authorized to conduct  
 20 business in the State of California, and does conduct business in the State of California.  
 21 Specifically, upon information and belief, Defendant WESTROCK SERVICES, LLC maintains  
 22 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
 23 in, the County of Monterey, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 25 WESTROCK CONSUMER PACKAGING GROUP, LLC is, and at all times relevant hereto was,  
 26 authorized to conduct business in the State of California, and does conduct business in the State  
 27 of California. Specifically, DEFENDANT WESTROCK CONSUMER PACKAGING GROUP,  
 28 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll

1 practices or policies in, the County of Monterey, State of California.

2 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
3 WESTROCK MWV, LLC is, and at all times relevant hereto was, authorized to conduct business  
4 in the State of California, and does conduct business in the State of California. Specifically,  
5 DEFENDANT WESTROCK MWV, LLC maintains offices and facilities and conducts business  
6 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
7 California.

8 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
9 WESTROCK CALIFORNIA, LLC is, and at all times relevant hereto was, authorized to conduct  
10 business in the State of California, and does conduct business in the State of California.  
11 Specifically, DEFENDANT WESTROCK CALIFORNIA, LLC maintains offices and facilities  
12 and conducts business in, and engages in illegal payroll practices or policies in, the County of  
13 Monterey, State of California.

14 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
15 WESTROCK CP, LLC is, and at all times relevant hereto was, authorized to conduct business in  
16 the State of California, and does conduct business in the State of California. Specifically,  
17 DEFENDANT WESTROCK CP, LLC maintains offices and facilities and conducts business in,  
18 and engages in illegal payroll practices or policies in, the County of Monterey, State of  
19 California.

20 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
21 WESTROCK PACKAGING SYSTEMS, LLC is, and at all times relevant hereto was, authorized  
22 to conduct business in the State of California, and does conduct business in the State of  
23 California. Specifically, DEFENDANT WESTROCK PACKAGING SYSTEMS, LLC maintains  
24 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
25 in, the County of Monterey, State of California.

26 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
27 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
28 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant

1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
5 when ascertained.

6 14. At all relevant times herein, DEFENDANTS were the joint employers of  
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
8 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
11 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
12 Defendant, and each was the alter ego of the other.

13 15. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
19 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
20 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
22 violation of the California Labor Code and the applicable Welfare Commission ("TWC") Orders.

23 16. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
27 and scope of said agency, employment and/or direction and control.

28 ///

17. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

### **CLASS ACTION DESIGNATION**

18. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

### **FIRST CAUSE OF ACTION**

#### **Failure to Provide Required Meal Periods**

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]**

**(Against all DEFENDANTS)**

15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than



1 the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
 2 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code  
 3 § 226.7, 512 and IWC Order No. 1-2001, § 11.

4 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
 5 Order No. 1-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were  
 6 not provided with a meal period, in accordance with the applicable wage order, one additional  
 7 hour of compensation at each employee's regular rate of pay for each workday that a meal period  
 8 was not provided.

9 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
 10 1197, and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFF and CLASS  
 11 MEMBERS for all hours worked during their meal periods.

12 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
 13 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
 14 earned and due, interest, penalties, expenses, and costs of suit.

## 15 **SECOND CAUSE OF ACTION**

### 16 **Failure to Provide Required Rest Periods**

17 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

18 **(Against all DEFENDANTS)**

19 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 20 allegations in the foregoing paragraphs.

21 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
 22 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
 23 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under  
 24 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

25 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
 26 Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
 27 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
 28 compensation at each employee's regular rate of pay for each workday that a rest period was not

1 provided.

2 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
4 earned and due, interest, penalties, expenses, and costs of suit.

### 5 **THIRD CAUSE OF ACTION**

#### 6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
10 allegations in the foregoing paragraphs.

11 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-  
12 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
13 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
14 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
15 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
16 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
17 on the seventh consecutive day of work in any workweek.

18 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
20 Order No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
21 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
22 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
23 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
24 California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, permitting  
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate

1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
2 discovered.

3 27. In violation of California law, DEFENDANTS have knowingly and willfully  
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
11 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code  
12 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
13 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
14 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
15 fees, expenses, and costs of suit.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
21 allegations in the foregoing paragraphs.

22 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-  
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
24 worked in a payroll period is unlawful.

25 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest

breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

32. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

#### **FIFTH CAUSE OF ACTION**

#### **Failure to Pay All Wages Due to Discharged and Quitting Employees**

**[Cal. Labor Code §§ 201, 202, 203]**

**(Against all DEFENDANTS)**

33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

36. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
4 California Labor Code §§ 201 and 202.

5 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
7 together with interest thereon, as well as other available remedies.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
12 to California Labor Code §§ 1194 and 2699.

### 13 **SIXTH CAUSE OF ACTION**

#### 14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
20 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
22 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not  
23 limited to the following records: total daily hours worked by each employee; applicable rates of  
24 pay; all deductions; meal periods; time records showing when each employee begins and ends  
25 each work period; and accurate itemized statements.

26 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,

1 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
 2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
 3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
 4 provided in California Labor Code § 226(e), as well as other available remedies.

### 5 **SEVENTH CAUSE OF ACTION**

#### 6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 10 allegations in the foregoing paragraphs.

11 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
 12 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
 13 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
 14 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
 15 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
 16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
 17 § 226 and IWC Wage Order No. 1-2001, § 7.

18 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
 19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
 20 statements in accordance with California Labor Code § 226(a).

21 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
 22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
 23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
 24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
 25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
 26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
 27 California Labor Code § 226(e), as well as other available remedies.

28 ///

**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of  
Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for tools, steel toed boots, uniform-related expenses, usage of personal cell phones, and other employment-related expenses, in violation of California Labor Code § 2802.

50. 'As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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**NINTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

52. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

53. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

55. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
 2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
 3 MEMBERS.

4 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
 5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
 6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
 7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
 8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
 9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
 10 jurisdiction of this Court.

#### 11 TENTH CAUSE OF ACTION

#### 12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
 16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 21 and the  
 17 subparagraphs thereto.

18 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
 19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
 20 current and former employees of DEFENDANTS pursuant to the procedures specified in  
 21 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
 22 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
 23 against PLAINTIFF and CLASS MEMBERS.

24 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
 25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
 26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
 27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a  
 28 representative action for the violations set forth above, including but not limited to violations of

1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
 2 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys'  
 3 fees and costs pursuant to California Labor Code § 2699(g)(1).

4 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
 5 August 29, 2019 by online filing to the California Labor and Workforce Development Agency  
 6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California  
 7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
 8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
 9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
 11 California Labor Code § 2699.3 to commence a representative action under PAGA.

#### 12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
 14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
 15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
 18 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
 20 and IWC Wage Order No. 1-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
 23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
 24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all  
 27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

28 ///

1           8.     For interest on the unpaid wages at 10% per annum pursuant to California Labor  
2 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable  
3 provision providing for pre-judgment interest;

4           9.     For reasonable attorneys' fees and costs pursuant to California Labor Code  
5 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions  
6 providing for attorneys' fees and costs;

7           10.    For declaratory relief;

8           11.    For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,  
9 Seventh, Eighth, and Ninth Causes of Action as a class action;

10          12.    For an order appointing PLAINTIFF as class representative, and PLAINTIFF's  
11 counsel as class counsel; and

12          13.    For such further relief that the Court may deem just and proper.

13               DATED: November 14, 2019

14                               Respectfully submitted,

15                               **MATERN LAW GROUP, PC**

16  
17               By: \_\_\_\_\_

18                               Matthew J. Matern  
19                               Tagore O. Subramaniam  
20                               Julia Z. Wells  
21                               Attorneys for Plaintiff  
22                               ALICIA REYNA, individually, and on  
23                               behalf of other persons similarly situated  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

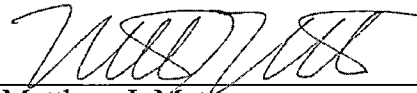
PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



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Matthew J. Matern  
Tagore O. Subramaniam  
Julia Z. Wells  
Attorneys for Plaintiff  
ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew Matern; Tagore Subramaniam; Julia Wells SBN: 159798; 280126; 314242 Matern Law Group, PC 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): Plaintiff Alicia Reyna		<b>FOR COURT USE ONLY</b>  ELECTRONICALLY FILED BY Superior Court of California, County of Monterey On 11/14/2019 12:00 PM By: Jacqueline Gilbert, Deputy	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Rd. MAILING ADDRESS: 1200 Aguajito Rd. CITY AND ZIP CODE: Monterey, 93940 BRANCH NAME: Monterey Courthouse			
CASE NAME: Alicia Reyna v. Westrock Company, et al.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>19CV004600</b>  JUDGE:  DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |   |
|---|---|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): Ten (10)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 14, 2019

Matthew Matern

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition



<b>SUPERIOR COURT OF MONTEREY COUNTY</b> Monterey Branch, 1200 Aguajito Road, Monterey, CA 93940	
Alicia Reyna vs. WestRock Company, et al.	<b>CASE NUMBER</b> 19CV004600
	<b>Case Management Conference</b>

**NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE**

**Your case designated COMPLEX or CLASS ACTION is assigned for all purposes to Honorable Lydia M. Villarreal Dept. 13**

This notice and Alternative Dispute Resolution (ADR) information packet (CI-127)\* must be served together with the Summons and Complaint pursuant to California Rule of Court 3.221. *Parties are required to follow the case management rules as outlined in California Rule of Court 3.722 and Chapter 6 of the Local Rules of Court found on the court website at [www.montereycourt.ca.gov](http://www.montereycourt.ca.gov) . A joint case management statement shall be filed prior to the conference as outlined in California Rule of Court 3.725.*

**Date: March 17, 2020      Time: 9:00 AM**

**Location: 1200 Aguajito Road, Monterey, CA 93940**

\*The ADR information packet (CI-127) can be found at FORMS on the court's website at [www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov).

Pursuant to statutes of the State of California, it is the responsibility of the court to establish procedures for the timely and effective disposition of civil cases.

The court is charged with the responsibility of ensuring all parties a fair and timely resolution of their disputes, and the court is in the best position to establish neutral rules and policies without adversely affecting all parties' right to a fair trial. Effective management of the judicial system will build continuing respect by the community of government, minimize the costs to the parties and the public, and maximize the probability that cases will be timely resolved.

The goals of the Monterey County civil case and trial management system are:

1. To provide an effective and fair procedure for the timely disposition of civil cases;
2. To provide a mechanism to gather needed case information in order to make appropriate judicial management decisions; and
3. To establish reasonable rules and policies to require that cases reporting "ready" for trial may be tried without unnecessary delays or interruptions.

***Court proceedings are in English. If you or a witness in your case needs an interpreter, please complete Judicial Council form INT—300. You must file INT-300 at the first floor clerks counter (or by e-file) 15\* business days prior to your hearing.***

***Los procedimientos judiciales son en inglés. Si usted o un testigo en su caso necesita un intérprete, complete el formulario INT-300 del Consejo Judicial. Debe presentar el INT-300 con los empleados legales de la oficina del primer piso (o mediante archivo electrónico) 15\* días hábiles antes de su audiencia.***

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
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Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
Julia Z. Wells (SBN 314242)  
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Manhattan Beach, California 90266  
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Facsimile: (310) 531-1901

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/27/2019 11:42 AM  
By: Veronica Green, Deputy

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a Delaware  
corporation; WESTROCK SHARED  
SERVICES, LLC, a limited liability company;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK CONVERTING, LLC,  
a limited liability company; WESTROCK  
MWV, LLC, a limited liability company;  
WESTROCK HOLDINGS, INC., a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company; WESTROCK  
CP, LLC, a limited liability company;  
WESTROCK PACKAGING SYSTEMS, LLC,  
a limited liability company; and DOES 1  
through 100, inclusive,

Defendants

CASE NO.: 19CV004600

[Assigned for all purposes to the Hon. Lydia  
M. Villarreal]

**CLASS ACTION:**

**AFFIDAVIT OF PREJUDICE -  
PEREMPTORY CHALLENGE TO  
JUDICIAL OFFICER  
[C.C.P. § 170.6]**

Complaint filed: November 14, 2019

1 TO THE HONORABLE, THE SUPERVISING JUDGE OF THE ABOVE ENTITLED  
2 COURT:

3 Plaintiff Alicia Reyna, in the above-entitled matter, hereby moves that this action, which  
4 has been assigned to the Honorable Lydia M. Villarreal, Judge of the above-entitled Court, be  
5 reassigned from that judge, and that no matters hereinafter arising in this cause be heard by or  
6 assigned to the Honorable Lydia M. Villarreal on the ground that said judge is prejudiced against  
7 the plaintiff, her attorney and plaintiff's interests, in this action.

8  
9 AFFIDAVIT OF PREJUDICE - PEREMPTORY CHALLENGE TO JUDICIAL  
10 OFFICER

11  
12 I, Tagore Subramaniam, declare as follows:

- 13 1. That I am an attorney for plaintiff Alicia Reyna in the within action.  
14 2. That the Honorable Lydia M. Villarreal, the judicial officer before whom the  
15 aforesaid action is assigned, is prejudiced against plaintiff Alicia Reyna, the interest of plaintiff,  
16 and her attorneys, so that declarant and plaintiff cannot and believe that he and plaintiff cannot  
17 have a fair and impartial trial or hearing before the judicial officer.

18 I declare under penalty of perjury according to the laws of the State of California that the  
19 foregoing is true and correct, and that this declaration was executed on November 27, 2019 at  
20 Manhattan Beach, California.

21  
22 

23 Tagore O. Subramaniam  
24 Attorneys for Plaintiff ALICIA REYNA  
25 individually, and on behalf of others  
26 similarly situated  
27  
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY	
<b>Alicia Reyna,</b>  Plaintiff  vs.  <b>WestRock Company; WestRock Services, LLC;  WestRock Consumer Packaging Group, LLC;  WestRock MWV, LLC; WestRock California LLC;  WestRock California, Inc.; WestRock CP, LLC;  WestRock Packaging Systems, LLC,</b>  Defendant	Clerk: Elise Moulisset  Date: 12/17/2019          Case No. <b>19CV004600</b>
Out of Court Entries by Clerk	

Affidavit of Prejudice pursuant to 170.6 CCP against Judge Lydia M. Villareal by Plaintiff's Attorney Tagore O. Subramaniam, submitted to Judge Susan J. Matcham for reassignment.

Case is assigned to Judge Marla O. Anderson in Monterey courtroom 14.

Plaintiff's Attorney is to notice all parties accordingly.

# **EXHIBIT 3**

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** WESTROCK COMPANY, a corporation;  
**(AVISO AL DEMANDADO):** WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company;  
 Additional Parties Attachment form is attached.

**YOU ARE BEING SUED BY PLAINTIFF:** ALICIA REYNA, individually, and on  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):** behalf of others similarly situated

FOR COURT USE ONLY  
 (SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED BY  
 Superior Court of California,  
 County of Monterey  
 On 11/14/2019 12:00 PM  
 By: Jacqueline Gilbert, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
 (El nombre y dirección de la corte es):  
 Superior Court of California, County of Monterey  
 1200 Aguajito Rd.

Monterey, California 93940

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Matthew J. Matern  
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matern Law Group, PC

1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266

(310) 531-1900

DATE: 11/14/2019  
 (Fecha)

Clerk, by /s/ Jacqueline Gilbert, Deputy  
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): WestRock Consumer Packaging Group, LLC, a limited liability company

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

- ☒ other (specify): limited liability company
4. ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE:  	CASE NUMBER:  19CV004600
----------------------	--------------------------------

**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff    ☒ Defendant    ☐ Cross-Complainant    ☐ Cross-Defendant

WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.;  
 WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company;  
 and DOES 1 through 100, inclusive,

Page 1 of 1

Page 1 of 1



**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
Email: mmatern@maternlawgroup.com  
Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
Julia Z. Wells (SBN 314242)  
Email: jwells@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a corporation;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK MWV, LLC, a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company, formerly  
known as WESTROCK CALIFORNIA, INC.;  
WESTROCK CP, LLC, a limited liability  
company; WESTROCK PACKAGING  
SYSTEMS, LLC, a limited liability company;  
and DOES 1 through 100, inclusive,

Defendants

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/14/2019 12:00 PM  
By: Jacqueline Gilbert, Deputy

CASE NO.: 19CV004600

**COMPLAINT**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

PLAINTIFF ALICIA REYNA (“PLAINTIFF”), an individual, demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as follows:

**JURISDICTION AND VENUE**

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and Defendants WESTROCK COMPANY, a corporation; WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.; WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company and DOES 1 through 100, inclusive (collectively hereinafter, “DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Monterey, California because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of Monterey, DEFENDANTS maintain offices and facilities and transact business in the County of Monterey, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the County of Monterey.

**PLAINTIFF**

3. PLAINTIFF is a female resident of the State of California and a former employee of DEFENDANTS.

4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime

1 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and  
 2 quitting employees, failure to indemnify employees for necessary expenditures and/or losses  
 3 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure  
 4 to maintain required records, and interest, attorneys' fees, costs, and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly  
 6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
 7 employees of DEFENDANTS in the State of California at any time within the period  
 8 beginning four (4) years prior to the filing of this action and ending at the time this action  
 9 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right  
 10 to name additional class representatives.

### 11 DEFENDANTS

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 13 WESTROCK COMPANY is, and at all times relevant hereto was, authorized to conduct business  
 14 in the State of California, and does conduct business in the State of California. Specifically,  
 15 DEFENDANT WESTROCK COMPANY maintains offices and facilities and conducts business  
 16 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
 17 California.

18 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 19 WESTROCK SERVICES, LLC is, and at all times relevant herein was, authorized to conduct  
 20 business in the State of California, and does conduct business in the State of California.  
 21 Specifically, upon information and belief, Defendant WESTROCK SERVICES, LLC maintains  
 22 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
 23 in, the County of Monterey, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 25 WESTROCK CONSUMER PACKAGING GROUP, LLC is, and at all times relevant hereto was,  
 26 authorized to conduct business in the State of California, and does conduct business in the State  
 27 of California. Specifically, DEFENDANT WESTROCK CONSUMER PACKAGING GROUP,  
 28 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll

1 practices or policies in, the County of Monterey, State of California.

2 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
3 WESTROCK MWV, LLC is, and at all times relevant hereto was, authorized to conduct business  
4 in the State of California, and does conduct business in the State of California. Specifically,  
5 DEFENDANT WESTROCK MWV, LLC maintains offices and facilities and conducts business  
6 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
7 California.

8 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
9 WESTROCK CALIFORNIA, LLC is, and at all times relevant hereto was, authorized to conduct  
10 business in the State of California, and does conduct business in the State of California.  
11 Specifically, DEFENDANT WESTROCK CALIFORNIA, LLC maintains offices and facilities  
12 and conducts business in, and engages in illegal payroll practices or policies in, the County of  
13 Monterey, State of California.

14 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
15 WESTROCK CP, LLC is, and at all times relevant hereto was, authorized to conduct business in  
16 the State of California, and does conduct business in the State of California. Specifically,  
17 DEFENDANT WESTROCK CP, LLC maintains offices and facilities and conducts business in,  
18 and engages in illegal payroll practices or policies in, the County of Monterey, State of  
19 California.

20 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
21 WESTROCK PACKAGING SYSTEMS, LLC is, and at all times relevant hereto was, authorized  
22 to conduct business in the State of California, and does conduct business in the State of  
23 California. Specifically, DEFENDANT WESTROCK PACKAGING SYSTEMS, LLC maintains  
24 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
25 in, the County of Monterey, State of California.

26 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
27 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
28 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant

1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
5 when ascertained.

6 14. At all relevant times herein, DEFENDANTS were the joint employers of  
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
8 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
11 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
12 Defendant, and each was the alter ego of the other.

13 15. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
19 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
20 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
22 violation of the California Labor Code and the applicable Welfare Commission ("TWC") Orders.

23 16. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
27 and scope of said agency, employment and/or direction and control.

28 ///

17. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

### **CLASS ACTION DESIGNATION**

18. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

### **FIRST CAUSE OF ACTION**

#### **Failure to Provide Required Meal Periods**

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]**

**(Against all DEFENDANTS)**

15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than



1 the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
 2 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code  
 3 § 226.7, 512 and IWC Order No. 1-2001, § 11.

4 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
 5 Order No. 1-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were  
 6 not provided with a meal period, in accordance with the applicable wage order, one additional  
 7 hour of compensation at each employee's regular rate of pay for each workday that a meal period  
 8 was not provided.

9 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
 10 1197, and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFF and CLASS  
 11 MEMBERS for all hours worked during their meal periods.

12 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
 13 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
 14 earned and due, interest, penalties, expenses, and costs of suit.

## 15 **SECOND CAUSE OF ACTION**

### 16 **Failure to Provide Required Rest Periods**

17 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

18 **(Against all DEFENDANTS)**

19 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 20 allegations in the foregoing paragraphs.

21 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
 22 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
 23 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under  
 24 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

25 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
 26 Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
 27 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
 28 compensation at each employee's regular rate of pay for each workday that a rest period was not



1 provided.

2 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
4 earned and due, interest, penalties, expenses, and costs of suit.

### 5 **THIRD CAUSE OF ACTION**

#### 6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
10 allegations in the foregoing paragraphs.

11 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-  
12 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
13 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
14 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
15 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
16 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
17 on the seventh consecutive day of work in any workweek.

18 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
20 Order No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
21 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
22 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
23 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
24 California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, permitting  
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate

1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
2 discovered.

3 27. In violation of California law, DEFENDANTS have knowingly and willfully  
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
11 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code  
12 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
13 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
14 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
15 fees, expenses, and costs of suit.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
21 allegations in the foregoing paragraphs.

22 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-  
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
24 worked in a payroll period is unlawful.

25 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest

breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

32. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

#### **FIFTH CAUSE OF ACTION**

##### **Failure to Pay All Wages Due to Discharged and Quitting Employees**

**[Cal. Labor Code §§ 201, 202, 203]**

**(Against all DEFENDANTS)**

33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

36. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
4 California Labor Code §§ 201 and 202.

5 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
7 together with interest thereon, as well as other available remedies.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
12 to California Labor Code §§ 1194 and 2699.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
20 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
22 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not  
23 limited to the following records: total daily hours worked by each employee; applicable rates of  
24 pay; all deductions; meal periods; time records showing when each employee begins and ends  
25 each work period; and accurate itemized statements.

26 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,

1 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
 2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
 3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
 4 provided in California Labor Code § 226(e), as well as other available remedies.

### 5 SEVENTH CAUSE OF ACTION

#### 6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 10 allegations in the foregoing paragraphs.

11 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
 12 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
 13 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
 14 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
 15 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
 16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
 17 § 226 and IWC Wage Order No. 1-2001, § 7.

18 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
 19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
 20 statements in accordance with California Labor Code § 226(a).

21 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
 22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
 23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
 24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
 25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
 26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
 27 California Labor Code § 226(e), as well as other available remedies.

28 ///

**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of  
Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for tools, steel toed boots, uniform-related expenses, usage of personal cell phones, and other employment-related expenses, in violation of California Labor Code § 2802.

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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**NINTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

52. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

53. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

55. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense



1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
 2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
 3 MEMBERS.

4 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
 5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
 6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
 7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
 8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
 9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
 10 jurisdiction of this Court.

#### 11 **TENTH CAUSE OF ACTION**

#### 12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
 16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 21 and the  
 17 subparagraphs thereto.

18 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
 19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
 20 current and former employees of DEFENDANTS pursuant to the procedures specified in  
 21 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
 22 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
 23 against PLAINTIFF and CLASS MEMBERS.

24 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
 25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
 26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
 27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a  
 28 representative action for the violations set forth above, including but not limited to violations of

1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
 2 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys'  
 3 fees and costs pursuant to California Labor Code § 2699(g)(1).

4 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
 5 August 29, 2019 by online filing to the California Labor and Workforce Development Agency  
 6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California  
 7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
 8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
 9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
 11 California Labor Code § 2699.3 to commence a representative action under PAGA.

#### 12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
 14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
 15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
 18 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
 20 and IWC Wage Order No. 1-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
 23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
 24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all  
 27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

28 ///

1           8.     For interest on the unpaid wages at 10% per annum pursuant to California Labor  
2 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable  
3 provision providing for pre-judgment interest;

4           9.     For reasonable attorneys' fees and costs pursuant to California Labor Code  
5 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions  
6 providing for attorneys' fees and costs;

7           10.    For declaratory relief;

8           11.    For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,  
9 Seventh, Eighth, and Ninth Causes of Action as a class action;

10          12.    For an order appointing PLAINTIFF as class representative, and PLAINTIFF's  
11 counsel as class counsel; and

12          13.    For such further relief that the Court may deem just and proper.

13  
14 DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

16  
17 By: \_\_\_\_\_

18 Matthew J. Matern  
19 Tagore O. Subramaniam  
20 Julia Z. Wells  
21 Attorneys for Plaintiff  
22 ALICIA REYNA, individually, and on  
23 behalf of other persons similarly situated  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



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Matthew J. Matern  
Tagore O. Subramaniam  
Julia Z. Wells  
Attorneys for Plaintiff  
ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Matthew Matern; Tagore Subramaniam; Julia Wells SBN: 159798; 280126; 314242</b> <b>Matern Law Group, PC</b> <b>1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266</b> TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): <b>Plaintiff Alicia Reyna</b>		<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED BY</b> <b>Superior Court of California,</b> <b>County of Monterey</b> <b>On 11/14/2019 12:00 PM</b> <b>By: Jacqueline Gilbert, Deputy</b>	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Rd. MAILING ADDRESS: 1200 Aguajito Rd. CITY AND ZIP CODE: Monterey, 93940 BRANCH NAME: <b>Monterey Courthouse</b>			
CASE NAME: <b>Alicia Reyna v. Westrock Company, et al.</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>19CV004600</b>  JUDGE:  DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |   |
|---|---|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): Ten (10)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 14, 2019

Matthew Matern

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (07)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition



<b>SUPERIOR COURT OF MONTEREY COUNTY</b> Monterey Branch, 1200 Aguajito Road, Monterey, CA 93940	
Alicia Reyna vs. WestRock Company, et al.	<b>CASE NUMBER</b> 19CV004600
	<b>Case Management Conference</b>

**NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE**

**Your case designated COMPLEX or CLASS ACTION is assigned for all purposes to Honorable Lydia M. Villarreal Dept. 13**

This notice and Alternative Dispute Resolution (ADR) information packet (CI-127)\* must be served together with the Summons and Complaint pursuant to California Rule of Court 3.221. *Parties are required to follow the case management rules as outlined in California Rule of Court 3.722 and Chapter 6 of the Local Rules of Court found on the court website at [www.montereycourt.ca.gov](http://www.montereycourt.ca.gov) . A joint case management statement shall be filed prior to the conference as outlined in California Rule of Court 3.725.*

**Date: March 17, 2020      Time: 9:00 AM**

**Location: 1200 Aguajito Road, Monterey, CA 93940**

\*The ADR information packet (CI-127) can be found at FORMS on the court's website at [www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov).

Pursuant to statutes of the State of California, it is the responsibility of the court to establish procedures for the timely and effective disposition of civil cases.

The court is charged with the responsibility of ensuring all parties a fair and timely resolution of their disputes, and the court is in the best position to establish neutral rules and policies without adversely affecting all parties' right to a fair trial. Effective management of the judicial system will build continuing respect by the community of government, minimize the costs to the parties and the public, and maximize the probability that cases will be timely resolved.

The goals of the Monterey County civil case and trial management system are:

1. To provide an effective and fair procedure for the timely disposition of civil cases;
2. To provide a mechanism to gather needed case information in order to make appropriate judicial management decisions; and
3. To establish reasonable rules and policies to require that cases reporting "ready" for trial may be tried without unnecessary delays or interruptions.

***Court proceedings are in English. If you or a witness in your case needs an interpreter, please complete Judicial Council form INT—300. You must file INT-300 at the first floor clerks counter (or by e-file) 15\* business days prior to your hearing.***

***Los procedimientos judiciales son en inglés. Si usted o un testigo en su caso necesita un intérprete, complete el formulario INT-300 del Consejo Judicial. Debe presentar el INT-300 con los empleados legales de la oficina del primer piso (o mediante archivo electrónico) 15\* días hábiles antes de su audiencia.***



**MATERN LAW GROUP, PC**

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ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/27/2019 11:42 AM  
By: Veronica Green, Deputy

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a Delaware  
corporation; WESTROCK SHARED  
SERVICES, LLC, a limited liability company;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK CONVERTING, LLC,  
a limited liability company; WESTROCK  
MWV, LLC, a limited liability company;  
WESTROCK HOLDINGS, INC., a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company; WESTROCK  
CP, LLC, a limited liability company;  
WESTROCK PACKAGING SYSTEMS, LLC,  
a limited liability company; and DOES 1  
through 100, inclusive,

Defendants

CASE NO.: 19CV004600

[Assigned for all purposes to the Hon. Lydia  
M. Villarreal]

**CLASS ACTION:**

**AFFIDAVIT OF PREJUDICE -  
PEREMPTORY CHALLENGE TO  
JUDICIAL OFFICER  
[C.C.P. § 170.6]**

Complaint filed: November 14, 2019

1 TO THE HONORABLE, THE SUPERVISING JUDGE OF THE ABOVE ENTITLED  
2 COURT:

3 Plaintiff Alicia Reyna, in the above-entitled matter, hereby moves that this action, which  
4 has been assigned to the Honorable Lydia M. Villarreal, Judge of the above-entitled Court, be  
5 reassigned from that judge, and that no matters hereinafter arising in this cause be heard by or  
6 assigned to the Honorable Lydia M. Villarreal on the ground that said judge is prejudiced against  
7 the plaintiff, her attorney and plaintiff's interests, in this action.

8  
9 AFFIDAVIT OF PREJUDICE - PEREMPTORY CHALLENGE TO JUDICIAL  
10 OFFICER

11  
12 I, Tagore Subramaniam, declare as follows:

- 13 1. That I am an attorney for plaintiff Alicia Reyna in the within action.  
14 2. That the Honorable Lydia M. Villarreal, the judicial officer before whom the  
15 aforesaid action is assigned, is prejudiced against plaintiff Alicia Reyna, the interest of plaintiff,  
16 and her attorneys, so that declarant and plaintiff cannot and believe that he and plaintiff cannot  
17 have a fair and impartial trial or hearing before the judicial officer.

18 I declare under penalty of perjury according to the laws of the State of California that the  
19 foregoing is true and correct, and that this declaration was executed on November 27, 2019 at  
20 Manhattan Beach, California.

21  
22 

23 Tagore O. Subramaniam  
24 Attorneys for Plaintiff ALICIA REYNA  
25 individually, and on behalf of others  
26 similarly situated  
27  
28

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b>	
<b>Alicia Reyna,</b>  Plaintiff  vs.  <b>WestRock Company; WestRock Services, LLC;  WestRock Consumer Packaging Group, LLC;  WestRock MWV, LLC; WestRock California LLC;  WestRock California, Inc.; WestRock CP, LLC;  WestRock Packaging Systems, LLC,</b>  Defendant	Clerk: Elise Mouisset  Date: 12/17/2019          Case No. 19CV004600
<b>Out of Court Entries by Clerk</b>	

Affidavit of Prejudice pursuant to 170.6 CCP against Judge Lydia M. Villareal by Plaintiff's Attorney Tagore O. Subramaniam, submitted to Judge Susan J. Matcham for reassignment.

Case is assigned to Judge Marla O. Anderson in Monterey courtroom 14.

Plaintiff's Attorney is to notice all parties accordingly.

# **EXHIBIT 4**

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** WESTROCK COMPANY, a corporation;  
**(AVISO AL DEMANDADO):** WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; Additional Parties Attachment form is attached.  
**YOU ARE BEING SUED BY PLAINTIFF:** ALICIA REYNA, individually, and on **(LO ESTÁ DEMANDANDO EL DEMANDANTE):** behalf of others similarly situated

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED BY  
 Superior Court of California,  
 County of Monterey  
 On 11/14/2019 12:00 PM  
 By: Jacqueline Gilbert, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
 (El nombre y dirección de la corte es):  
 Superior Court of California, County of Monterey  
 1200 Aguajito Rd.  
 Monterey, California 93940

CASE NUMBER:  
 (Número del Caso): 19CV004600

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Matthew J. Matern  
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
 Matern Law Group, PC

1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266

(310) 531-1900

DATE: 11/14/2019  
 (Fecha)

Clerk, by /s/ Jacqueline Gilbert, Deputy  
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

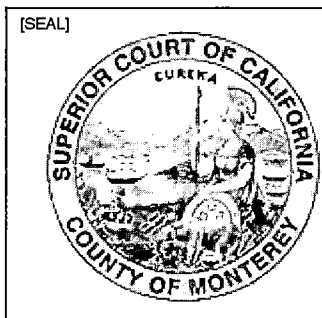
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): WestRock MWV, LLC., a limited liability company

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☒ other (specify): limited liability company

4. ☐ by personal delivery on (date):



SUM-200(A)

SHORT TITLE:	CASE NUMBER:  19CV004600
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**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff    ☒ Defendant    ☐ Cross-Complainant    ☐ Cross-Defendant

WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.;  
 WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company;  
 and DOES 1 through 100, inclusive,

Page 1 of 1

Page 1 of 1

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
Email: mmatern@maternlawgroup.com  
Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
Julia Z. Wells (SBN 314242)  
Email: jwells@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a corporation;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK MWV, LLC, a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company, formerly  
known as WESTROCK CALIFORNIA, INC.;  
WESTROCK CP, LLC, a limited liability  
company; WESTROCK PACKAGING  
SYSTEMS, LLC, a limited liability company;  
and DOES 1 through 100, inclusive,

Defendants

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/14/2019 12:00 PM  
By: Jacqueline Gilbert, Deputy

CASE NO.: 19CV004600

**COMPLAINT**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**



**INTRODUCTION**

PLAINTIFF ALICIA REYNA (“PLAINTIFF”), an individual, demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as follows:

**JURISDICTION AND VENUE**

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and Defendants WESTROCK COMPANY, a corporation; WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.; WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company and DOES 1 through 100, inclusive (collectively hereinafter, “DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Monterey, California because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of Monterey, DEFENDANTS maintain offices and facilities and transact business in the County of Monterey, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the County of Monterey.

**PLAINTIFF**

3. PLAINTIFF is a female resident of the State of California and a former employee of DEFENDANTS.

4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime

1 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and  
 2 quitting employees, failure to indemnify employees for necessary expenditures and/or losses  
 3 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure  
 4 to maintain required records, and interest, attorneys' fees, costs, and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly  
 6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
 7 employees of DEFENDANTS in the State of California at any time within the period  
 8 beginning four (4) years prior to the filing of this action and ending at the time this action  
 9 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right  
 10 to name additional class representatives.

### 11 DEFENDANTS

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 13 WESTROCK COMPANY is, and at all times relevant hereto was, authorized to conduct business  
 14 in the State of California, and does conduct business in the State of California. Specifically,  
 15 DEFENDANT WESTROCK COMPANY maintains offices and facilities and conducts business  
 16 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
 17 California.

18 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 19 WESTROCK SERVICES, LLC is, and at all times relevant herein was, authorized to conduct  
 20 business in the State of California, and does conduct business in the State of California.  
 21 Specifically, upon information and belief, Defendant WESTROCK SERVICES, LLC maintains  
 22 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
 23 in, the County of Monterey, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 25 WESTROCK CONSUMER PACKAGING GROUP, LLC is, and at all times relevant hereto was,  
 26 authorized to conduct business in the State of California, and does conduct business in the State  
 27 of California. Specifically, DEFENDANT WESTROCK CONSUMER PACKAGING GROUP,  
 28 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll

1 practices or policies in, the County of Monterey, State of California.

2 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
3 WESTROCK MWV, LLC is, and at all times relevant hereto was, authorized to conduct business  
4 in the State of California, and does conduct business in the State of California. Specifically,  
5 DEFENDANT WESTROCK MWV, LLC maintains offices and facilities and conducts business  
6 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
7 California.

8 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
9 WESTROCK CALIFORNIA, LLC is, and at all times relevant hereto was, authorized to conduct  
10 business in the State of California, and does conduct business in the State of California.  
11 Specifically, DEFENDANT WESTROCK CALIFORNIA, LLC maintains offices and facilities  
12 and conducts business in, and engages in illegal payroll practices or policies in, the County of  
13 Monterey, State of California.

14 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
15 WESTROCK CP, LLC is, and at all times relevant hereto was, authorized to conduct business in  
16 the State of California, and does conduct business in the State of California. Specifically,  
17 DEFENDANT WESTROCK CP, LLC maintains offices and facilities and conducts business in,  
18 and engages in illegal payroll practices or policies in, the County of Monterey, State of  
19 California.

20 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
21 WESTROCK PACKAGING SYSTEMS, LLC is, and at all times relevant hereto was, authorized  
22 to conduct business in the State of California, and does conduct business in the State of  
23 California. Specifically, DEFENDANT WESTROCK PACKAGING SYSTEMS, LLC maintains  
24 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
25 in, the County of Monterey, State of California.

26 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
27 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
28 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant

1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
5 when ascertained.

6 14. At all relevant times herein, DEFENDANTS were the joint employers of  
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
8 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
11 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
12 Defendant, and each was the alter ego of the other.

13 15. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
19 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
20 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
22 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

23 16. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
27 and scope of said agency, employment and/or direction and control.

28 ///

17. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

### **CLASS ACTION DESIGNATION**

18. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

### **FIRST CAUSE OF ACTION**

#### **Failure to Provide Required Meal Periods**

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]**

**(Against all DEFENDANTS)**

15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than

the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 1-2001, § 11.

17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 1-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

## **SECOND CAUSE OF ACTION**

### **Failure to Provide Required Rest Periods**

**[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

**(Against all DEFENDANTS)**

20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not



1 provided.

2 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
4 earned and due, interest, penalties, expenses, and costs of suit.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
10 allegations in the foregoing paragraphs.

11 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-  
12 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
13 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
14 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
15 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
16 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
17 on the seventh consecutive day of work in any workweek.

18 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
20 Order No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
21 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
22 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
23 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
24 California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, permitting  
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate



1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
2 discovered.

3 27. In violation of California law, DEFENDANTS have knowingly and willfully  
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
11 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code  
12 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
13 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
14 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
15 fees, expenses, and costs of suit.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
21 allegations in the foregoing paragraphs.

22 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-  
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
24 worked in a payroll period is unlawful.

25 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest

breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

32. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

#### **FIFTH CAUSE OF ACTION**

##### **Failure to Pay All Wages Due to Discharged and Quitting Employees**

**[Cal. Labor Code §§ 201, 202, 203]**

**(Against all DEFENDANTS)**

33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

36. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
4 California Labor Code §§ 201 and 202.

5 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
7 together with interest thereon, as well as other available remedies.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
12 to California Labor Code §§ 1194 and 2699.

### 13 **SIXTH CAUSE OF ACTION**

#### 14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
20 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
22 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not  
23 limited to the following records: total daily hours worked by each employee; applicable rates of  
24 pay; all deductions; meal periods; time records showing when each employee begins and ends  
25 each work period; and accurate itemized statements.

26 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,

1 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
 2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
 3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
 4 provided in California Labor Code § 226(e), as well as other available remedies.

### 5 **SEVENTH CAUSE OF ACTION**

#### 6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 10 allegations in the foregoing paragraphs.

11 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
 12 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
 13 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
 14 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
 15 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
 16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
 17 § 226 and IWC Wage Order No. 1-2001, § 7.

18 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
 19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
 20 statements in accordance with California Labor Code § 226(a).

21 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
 22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
 23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
 24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
 25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
 26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
 27 California Labor Code § 226(e), as well as other available remedies.

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**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of  
Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for tools, steel toed boots, uniform-related expenses, usage of personal cell phones, and other employment-related expenses, in violation of California Labor Code § 2802.

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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**NINTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

52. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

53. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

55. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
 2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
 3 MEMBERS.

4 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
 5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
 6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
 7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
 8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
 9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
 10 jurisdiction of this Court.

#### 11 **TENTH CAUSE OF ACTION**

#### 12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
 16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 21 and the  
 17 subparagraphs thereto.

18 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
 19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
 20 current and former employees of DEFENDANTS pursuant to the procedures specified in  
 21 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
 22 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
 23 against PLAINTIFF and CLASS MEMBERS.

24 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
 25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
 26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
 27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a  
 28 representative action for the violations set forth above, including but not limited to violations of



1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
 2 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys'  
 3 fees and costs pursuant to California Labor Code § 2699(g)(1).

4 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
 5 August 29, 2019 by online filing to the California Labor and Workforce Development Agency  
 6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California  
 7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
 8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
 9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
 11 California Labor Code § 2699.3 to commence a representative action under PAGA.

#### 12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
 14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
 15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
 18 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
 20 and IWC Wage Order No. 1-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
 23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
 24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all  
 27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

28 ///

8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;

10. For declaratory relief;

11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;

12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

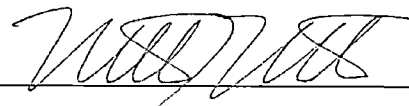
13. For such further relief that the Court may deem just and proper.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By: \_\_\_\_\_

  
Matthew J. Matern  
Tagore O. Subramaniam  
Julia Z. Wells  
Attorneys for Plaintiff  
ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

**DEMAND FOR JURY TRIAL**

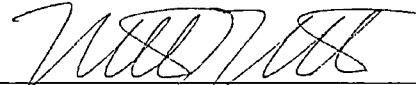
PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



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Matthew J. Matern  
Tagore O. Subramaniam  
Julia Z. Wells  
Attorneys for Plaintiff  
ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Matthew Matern; Tagore Subramaniam; Julia Wells SBN: 159798; 280126; 314242</b> <b>Matern Law Group, PC</b> <b>1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266</b> TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): <b>Plaintiff Alicia Reyna</b>		<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED BY</b> <b>Superior Court of California,</b> <b>County of Monterey</b> <b>On 11/14/2019 12:00 PM</b> <b>By: Jacqueline Gilbert, Deputy</b>	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Rd. MAILING ADDRESS: 1200 Aguajito Rd. CITY AND ZIP CODE: Monterey, 93940 BRANCH NAME: <b>Monterey Courthouse</b>			
CASE NAME: <b>Alicia Reyna v. Westrock Company, et al.</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>19CV004600</b>  JUDGE:  DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

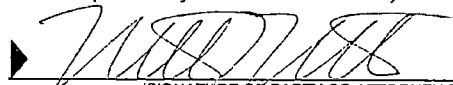
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence  | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): Ten (10)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 14, 2019

Matthew Matern

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<b>SUPERIOR COURT OF MONTEREY COUNTY</b> Monterey Branch, 1200 Aguajito Road, Monterey, CA 93940	
Alicia Reyna vs. WestRock Company, et al.	<b>CASE NUMBER</b> 19CV004600
	<b>Case Management Conference</b>

**NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE**

**Your case designated COMPLEX or CLASS ACTION is assigned for all purposes to Honorable Lydia M. Villarreal Dept. 13**

This notice and Alternative Dispute Resolution (ADR) information packet (CI-127)\* must be served together with the Summons and Complaint pursuant to California Rule of Court 3.221. *Parties are required to follow the case management rules as outlined in California Rule of Court 3.722 and Chapter 6 of the Local Rules of Court found on the court website at [www.montereycourt.ca.gov](http://www.montereycourt.ca.gov) . A joint case management statement shall be filed prior to the conference as outlined in California Rule of Court 3.725.*

**Date: March 17, 2020**

**Time: 9:00 AM**

**Location: 1200 Aguajito Road, Monterey, CA 93940**

\*The ADR information packet (CI-127) can be found at FORMS on the court's website at [www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov).

Pursuant to statutes of the State of California, it is the responsibility of the court to establish procedures for the timely and effective disposition of civil cases.

The court is charged with the responsibility of ensuring all parties a fair and timely resolution of their disputes, and the court is in the best position to establish neutral rules and policies without adversely affecting all parties' right to a fair trial. Effective management of the judicial system will build continuing respect by the community of government, minimize the costs to the parties and the public, and maximize the probability that cases will be timely resolved.

The goals of the Monterey County civil case and trial management system are:

1. To provide an effective and fair procedure for the timely disposition of civil cases;
2. To provide a mechanism to gather needed case information in order to make appropriate judicial management decisions; and
3. To establish reasonable rules and policies to require that cases reporting "ready" for trial may be tried without unnecessary delays or interruptions.

***Court proceedings are in English. If you or a witness in your case needs an interpreter, please complete Judicial Council form INT—300. You must file INT-300 at the first floor clerks counter (or by e-file) 15\* business days prior to your hearing.***

***Los procedimientos judiciales son en inglés. Si usted o un testigo en su caso necesita un intérprete, complete el formulario INT-300 del Consejo Judicial. Debe presentar el INT-300 con los empleados legales de la oficina del primer piso (o mediante archivo electrónico) 15\* días hábiles antes de su audiencia.***



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Email: tagore@maternlawgroup.com  
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ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/27/2019 11:42 AM  
By: Veronica Green, Deputy

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a Delaware  
corporation; WESTROCK SHARED  
SERVICES, LLC, a limited liability company;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK CONVERTING, LLC,  
a limited liability company; WESTROCK  
MWV, LLC, a limited liability company;  
WESTROCK HOLDINGS, INC., a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company; WESTROCK  
CP, LLC, a limited liability company;  
WESTROCK PACKAGING SYSTEMS, LLC,  
a limited liability company; and DOES 1  
through 100, inclusive,

Defendants

CASE NO.: 19CV004600

[Assigned for all purposes to the Hon. Lydia  
M. Villarreal]

**CLASS ACTION:**

**AFFIDAVIT OF PREJUDICE -  
PEREMPTORY CHALLENGE TO  
JUDICIAL OFFICER  
[C.C.P. § 170.6]**

Complaint filed: November 14, 2019



1 TO THE HONORABLE, THE SUPERVISING JUDGE OF THE ABOVE ENTITLED  
2 COURT:

3 Plaintiff Alicia Reyna, in the above-entitled matter, hereby moves that this action, which  
4 has been assigned to the Honorable Lydia M. Villarreal, Judge of the above-entitled Court, be  
5 reassigned from that judge, and that no matters hereinafter arising in this cause be heard by or  
6 assigned to the Honorable Lydia M. Villarreal on the ground that said judge is prejudiced against  
7 the plaintiff, her attorney and plaintiff's interests, in this action.

8  
9 AFFIDAVIT OF PREJUDICE - PEREMPTORY CHALLENGE TO JUDICIAL  
10 OFFICER

11  
12 I, Tagore Subramaniam, declare as follows:

13 1. That I am an attorney for plaintiff Alicia Reyna in the within action.

14 2. That the Honorable Lydia M. Villarreal, the judicial officer before whom the  
15 aforesaid action is assigned, is prejudiced against plaintiff Alicia Reyna, the interest of plaintiff,  
16 and her attorneys, so that declarant and plaintiff cannot and believe that he and plaintiff cannot  
17 have a fair and impartial trial or hearing before the judicial officer.

18 I declare under penalty of perjury according to the laws of the State of California that the  
19 foregoing is true and correct, and that this declaration was executed on November 27, 2019 at  
20 Manhattan Beach, California.

21  
22 

23 Tagore O. Subramaniam  
24 Attorneys for Plaintiff ALICIA REYNA  
25 individually, and on behalf of others  
26 similarly situated  
27  
28

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b>	
<b>Alicia Reyna,</b>  Plaintiff  vs.  <b>WestRock Company; WestRock Services, LLC;  WestRock Consumer Packaging Group, LLC;  WestRock MWV, LLC; WestRock California LLC;  WestRock California, Inc.; WestRock CP, LLC;  WestRock Packaging Systems, LLC,</b>  Defendant	Clerk: Elise Mouisset  Date: 12/17/2019    Case No. 19CV004600
<b>Out of Court Entries by Clerk</b>	

Affidavit of Prejudice pursuant to 170.6 CCP against Judge Lydia M. Villareal by Plaintiff's Attorney Tagore O. Subramaniam, submitted to Judge Susan J. Matcham for reassignment.

Case is assigned to Judge Marla O. Anderson in Monterey courtroom 14.

Plaintiff's Attorney is to notice all parties accordingly.

# **EXHIBIT 5**

SUM-100

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/14/2019 12:00 PM  
By: Jacqueline Gilbert, Deputy

**NOTICE TO DEFENDANT:** WESTROCK COMPANY, a corporation;  
**(AVISO AL DEMANDADO):** WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company;  
Additional Parties Attachment form is attached.

**YOU ARE BEING SUED BY PLAINTIFF:** ALICIA REYNA, individually, and on  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):** behalf of others similarly situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California, County of Monterey  
1200 Aguajito Rd.

CASE NUMBER:  
(Número del Caso): 19CV004600

Monterey, California 93940

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Matthew J. Matern  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matern Law Group, PC

1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266

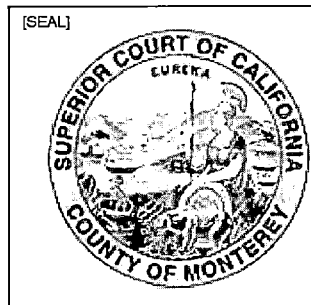
(310) 531-1900

DATE: 11/14/2019  
(Fecha)

Clerk, by /s/ Jacqueline Gilbert, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Westrock California LLC, a limited liability company, formerly known as Westrock California, Inc.

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

- ☒ other (specify): CORPORATION CODE 17061 LIMITED LIABILITY COMPANY
4. ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE:  	CASE NUMBER: 19CV004600
----------------------	----------------------------

**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.;  
 WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company;  
 and DOES 1 through 100, inclusive,

Page 1 of 1

Page 1 of 1

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
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Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
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Email: jwells@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a corporation;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK MWV, LLC, a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company, formerly  
known as WESTROCK CALIFORNIA, INC.;  
WESTROCK CP, LLC, a limited liability  
company; WESTROCK PACKAGING  
SYSTEMS, LLC, a limited liability company;  
and DOES 1 through 100, inclusive,

Defendants

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/14/2019 12:00 PM  
By: Jacqueline Gilbert, Deputy

CASE NO.: 19CV004600

**COMPLAINT**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

PLAINTIFF ALICIA REYNA (“PLAINTIFF”), an individual, demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as follows:

**JURISDICTION AND VENUE**

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and Defendants WESTROCK COMPANY, a corporation; WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.; WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company and DOES 1 through 100, inclusive (collectively hereinafter, “DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Monterey, California because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of Monterey, DEFENDANTS maintain offices and facilities and transact business in the County of Monterey, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the County of Monterey.

**PLAINTIFF**

3. PLAINTIFF is a female resident of the State of California and a former employee of DEFENDANTS.

4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime



1 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and  
 2 quitting employees, failure to indemnify employees for necessary expenditures and/or losses  
 3 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure  
 4 to maintain required records, and interest, attorneys' fees, costs, and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly  
 6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
 7 employees of DEFENDANTS in the State of California at any time within the period  
 8 beginning four (4) years prior to the filing of this action and ending at the time this action  
 9 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right  
 10 to name additional class representatives.

#### 11 DEFENDANTS

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 13 WESTROCK COMPANY is, and at all times relevant hereto was, authorized to conduct business  
 14 in the State of California, and does conduct business in the State of California. Specifically,  
 15 DEFENDANT WESTROCK COMPANY maintains offices and facilities and conducts business  
 16 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
 17 California.

18 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 19 WESTROCK SERVICES, LLC is, and at all times relevant herein was, authorized to conduct  
 20 business in the State of California, and does conduct business in the State of California.  
 21 Specifically, upon information and belief, Defendant WESTROCK SERVICES, LLC maintains  
 22 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
 23 in, the County of Monterey, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 25 WESTROCK CONSUMER PACKAGING GROUP, LLC is, and at all times relevant hereto was,  
 26 authorized to conduct business in the State of California, and does conduct business in the State  
 27 of California. Specifically, DEFENDANT WESTROCK CONSUMER PACKAGING GROUP,  
 28 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll

1 practices or policies in, the County of Monterey, State of California.

2 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
3 WESTROCK MWV, LLC is, and at all times relevant hereto was, authorized to conduct business  
4 in the State of California, and does conduct business in the State of California. Specifically,  
5 DEFENDANT WESTROCK MWV, LLC maintains offices and facilities and conducts business  
6 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
7 California.

8 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
9 WESTROCK CALIFORNIA, LLC is, and at all times relevant hereto was, authorized to conduct  
10 business in the State of California, and does conduct business in the State of California.  
11 Specifically, DEFENDANT WESTROCK CALIFORNIA, LLC maintains offices and facilities  
12 and conducts business in, and engages in illegal payroll practices or policies in, the County of  
13 Monterey, State of California.

14 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
15 WESTROCK CP, LLC is, and at all times relevant hereto was, authorized to conduct business in  
16 the State of California, and does conduct business in the State of California. Specifically,  
17 DEFENDANT WESTROCK CP, LLC maintains offices and facilities and conducts business in,  
18 and engages in illegal payroll practices or policies in, the County of Monterey, State of  
19 California.

20 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
21 WESTROCK PACKAGING SYSTEMS, LLC is, and at all times relevant hereto was, authorized  
22 to conduct business in the State of California, and does conduct business in the State of  
23 California. Specifically, DEFENDANT WESTROCK PACKAGING SYSTEMS, LLC maintains  
24 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
25 in, the County of Monterey, State of California.

26 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
27 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
28 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant

1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
5 when ascertained.

6 14. At all relevant times herein, DEFENDANTS were the joint employers of  
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
8 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
11 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
12 Defendant, and each was the alter ego of the other.

13 15. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
19 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
20 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
22 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

23 16. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
27 and scope of said agency, employment and/or direction and control.

28 ///

17. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

**CLASS ACTION DESIGNATION**

18. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

**FIRST CAUSE OF ACTION**

**Failure to Provide Required Meal Periods**

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]**

**(Against all DEFENDANTS)**

15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than

1 the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
 2 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code  
 3 § 226.7, 512 and IWC Order No. 1-2001, § 11.

4 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
 5 Order No. 1-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were  
 6 not provided with a meal period, in accordance with the applicable wage order, one additional  
 7 hour of compensation at each employee's regular rate of pay for each workday that a meal period  
 8 was not provided.

9 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
 10 1197, and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFF and CLASS  
 11 MEMBERS for all hours worked during their meal periods.

12 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
 13 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
 14 earned and due, interest, penalties, expenses, and costs of suit.

## 15 **SECOND CAUSE OF ACTION**

### 16 **Failure to Provide Required Rest Periods**

17 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

18 **(Against all DEFENDANTS)**

19 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 20 allegations in the foregoing paragraphs.

21 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
 22 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
 23 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under  
 24 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

25 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
 26 Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
 27 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
 28 compensation at each employee's regular rate of pay for each workday that a rest period was not

1 provided.

2 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
4 earned and due, interest, penalties, expenses, and costs of suit.

### 5 **THIRD CAUSE OF ACTION**

#### 6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
10 allegations in the foregoing paragraphs.

11 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-  
12 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
13 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
14 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
15 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
16 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
17 on the seventh consecutive day of work in any workweek.

18 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
20 Order No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
21 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
22 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
23 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
24 California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, permitting  
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate



1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
2 discovered.

3 27. In violation of California law, DEFENDANTS have knowingly and willfully  
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
11 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code  
12 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
13 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
14 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
15 fees, expenses, and costs of suit.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
21 allegations in the foregoing paragraphs.

22 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-  
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
24 worked in a payroll period is unlawful.

25 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest



breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

32. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

#### **FIFTH CAUSE OF ACTION**

##### **Failure to Pay All Wages Due to Discharged and Quitting Employees**

**[Cal. Labor Code §§ 201, 202, 203]**

**(Against all DEFENDANTS)**

33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

36. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
4 California Labor Code §§ 201 and 202.

5 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
7 together with interest thereon, as well as other available remedies.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
12 to California Labor Code §§ 1194 and 2699.

### 13 **SIXTH CAUSE OF ACTION**

#### 14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
20 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
22 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not  
23 limited to the following records: total daily hours worked by each employee; applicable rates of  
24 pay; all deductions; meal periods; time records showing when each employee begins and ends  
25 each work period; and accurate itemized statements.

26 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,

1 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
 2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
 3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
 4 provided in California Labor Code § 226(e), as well as other available remedies.

### 5 SEVENTH CAUSE OF ACTION

#### 6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 10 allegations in the foregoing paragraphs.

11 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
 12 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
 13 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
 14 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
 15 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
 16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
 17 § 226 and IWC Wage Order No. 1-2001, § 7.

18 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
 19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
 20 statements in accordance with California Labor Code § 226(a).

21 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
 22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
 23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
 24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
 25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
 26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
 27 California Labor Code § 226(e), as well as other available remedies.

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**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of  
Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for tools, steel toed boots, uniform-related expenses, usage of personal cell phones, and other employment-related expenses, in violation of California Labor Code § 2802.

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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**NINTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

52. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

53. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

55. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
 2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
 3 MEMBERS.

4 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
 5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
 6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
 7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
 8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
 9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
 10 jurisdiction of this Court.

#### 11 TENTH CAUSE OF ACTION

#### 12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
 16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 21 and the  
 17 subparagraphs thereto.

18 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
 19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
 20 current and former employees of DEFENDANTS pursuant to the procedures specified in  
 21 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
 22 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
 23 against PLAINTIFF and CLASS MEMBERS.

24 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
 25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
 26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
 27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a  
 28 representative action for the violations set forth above, including but not limited to violations of

1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
 2 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys'  
 3 fees and costs pursuant to California Labor Code § 2699(g)(1).

4 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
 5 August 29, 2019 by online filing to the California Labor and Workforce Development Agency  
 6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California  
 7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
 8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
 9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
 11 California Labor Code § 2699.3 to commence a representative action under PAGA.

#### 12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
 14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
 15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
 18 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
 20 and IWC Wage Order No. 1-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
 23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
 24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all  
 27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

28 ///



1           8.     For interest on the unpaid wages at 10% per annum pursuant to California Labor  
2 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable  
3 provision providing for pre-judgment interest;

4           9.     For reasonable attorneys' fees and costs pursuant to California Labor Code  
5 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions  
6 providing for attorneys' fees and costs;

7           10.    For declaratory relief;

8           11.    For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,  
9 Seventh, Eighth, and Ninth Causes of Action as a class action;

10          12.    For an order appointing PLAINTIFF as class representative, and PLAINTIFF's  
11 counsel as class counsel; and

12          13.    For such further relief that the Court may deem just and proper.

13               DATED: November 14, 2019

14                       Respectfully submitted,

15                       **MATERN LAW GROUP, PC**

16  
17               By: \_\_\_\_\_

18                       Matthew J. Matern  
19                       Tagore O. Subramaniam  
20                       Julia Z. Wells  
21                       Attorneys for Plaintiff  
22                       ALICIA REYNA, individually, and on  
23                       behalf of other persons similarly situated  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



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Matthew J. Matern  
Tagore O. Subramaniam  
Julia Z. Wells  
Attorneys for Plaintiff  
ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew Matern; Tagore Subramaniam; Julia Wells SBN: 159798; 280126; 314242 Matern Law Group, PC 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): Plaintiff Alicia Reyna		<b>FOR COURT USE ONLY</b>  ELECTRONICALLY FILED BY Superior Court of California, County of Monterey On 11/14/2019 12:00 PM By: Jacqueline Gilbert, Deputy	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Rd. MAILING ADDRESS: 1200 Aguajito Rd. CITY AND ZIP CODE: Monterey, 93940 BRANCH NAME: Monterey Courthouse			
CASE NAME: Alicia Reyna v. Westrock Company, et al.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>19CV004600</b>  JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence  | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): Ten (10)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 14, 2019

Matthew Matern

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<b>SUPERIOR COURT OF MONTEREY COUNTY</b> Monterey Branch, 1200 Aguajito Road, Monterey, CA 93940	
Alicia Reyna vs. WestRock Company, et al.	<b>CASE NUMBER</b> 19CV004600
	<b>Case Management Conference</b>

**NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE**

**Your case designated COMPLEX or CLASS ACTION is assigned for all purposes to Honorable Lydia M. Villarreal Dept. 13**

This notice and Alternative Dispute Resolution (ADR) information packet (CI-127)\* must be served together with the Summons and Complaint pursuant to California Rule of Court 3.221. *Parties are required to follow the case management rules as outlined in California Rule of Court 3.722 and Chapter 6 of the Local Rules of Court found on the court website at [www.montereycourt.ca.gov](http://www.montereycourt.ca.gov) . A joint case management statement shall be filed prior to the conference as outlined in California Rule of Court 3.725.*

**Date: March 17, 2020      Time: 9:00 AM**

**Location: 1200 Aguajito Road, Monterey, CA 93940**

\*The ADR information packet (CI-127) can be found at FORMS on the court's website at [www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov).

Pursuant to statutes of the State of California, it is the responsibility of the court to establish procedures for the timely and effective disposition of civil cases.

The court is charged with the responsibility of ensuring all parties a fair and timely resolution of their disputes, and the court is in the best position to establish neutral rules and policies without adversely affecting all parties' right to a fair trial. Effective management of the judicial system will build continuing respect by the community of government, minimize the costs to the parties and the public, and maximize the probability that cases will be timely resolved.

The goals of the Monterey County civil case and trial management system are:

1. To provide an effective and fair procedure for the timely disposition of civil cases;
2. To provide a mechanism to gather needed case information in order to make appropriate judicial management decisions; and
3. To establish reasonable rules and policies to require that cases reporting "ready" for trial may be tried without unnecessary delays or interruptions.

*Court proceedings are in English. If you or a witness in your case needs an interpreter, please complete Judicial Council form INT—300. **You must file INT-300 at the first floor clerks counter (or by e-file) 15\* business days prior to your hearing.***

*Los procedimientos judiciales son en inglés. Si usted o un testigo en su caso necesita un intérprete, complete el formulario INT-300 del Consejo Judicial. **Debe presentar el INT-300 con los empleados legales de la oficina del primer piso (o mediante archivo electrónico) 15\* días hábiles antes de su audiencia.***

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
Email: mmatern@maternlawgroup.com  
Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
Julia Z. Wells (SBN 314242)  
Email: jwells@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/27/2019 11:42 AM  
By: Veronica Green, Deputy

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a Delaware  
corporation; WESTROCK SHARED  
SERVICES, LLC, a limited liability company;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK CONVERTING, LLC,  
a limited liability company; WESTROCK  
MWV, LLC, a limited liability company;  
WESTROCK HOLDINGS, INC., a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company; WESTROCK  
CP, LLC, a limited liability company;  
WESTROCK PACKAGING SYSTEMS, LLC,  
a limited liability company; and DOES 1  
through 100, inclusive,

Defendants

CASE NO.: 19CV004600

[Assigned for all purposes to the Hon. Lydia  
M. Villarreal]

**CLASS ACTION:**

**AFFIDAVIT OF PREJUDICE -  
PEREMPTORY CHALLENGE TO  
JUDICIAL OFFICER  
[C.C.P. § 170.6]**

Complaint filed: November 14, 2019



1 TO THE HONORABLE, THE SUPERVISING JUDGE OF THE ABOVE ENTITLED  
2 COURT:

3 Plaintiff Alicia Reyna, in the above-entitled matter, hereby moves that this action, which  
4 has been assigned to the Honorable Lydia M. Villarreal, Judge of the above-entitled Court, be  
5 reassigned from that judge, and that no matters hereinafter arising in this cause be heard by or  
6 assigned to the Honorable Lydia M. Villarreal on the ground that said judge is prejudiced against  
7 the plaintiff, her attorney and plaintiff's interests, in this action.

8  
9 AFFIDAVIT OF PREJUDICE - PEREMPTORY CHALLENGE TO JUDICIAL  
10 OFFICER

11  
12 I, Tagore Subramaniam, declare as follows:

13 1. That I am an attorney for plaintiff Alicia Reyna in the within action.

14 2. That the Honorable Lydia M. Villarreal, the judicial officer before whom the  
15 aforesaid action is assigned, is prejudiced against plaintiff Alicia Reyna, the interest of plaintiff,  
16 and her attorneys, so that declarant and plaintiff cannot and believe that he and plaintiff cannot  
17 have a fair and impartial trial or hearing before the judicial officer.

18 I declare under penalty of perjury according to the laws of the State of California that the  
19 foregoing is true and correct, and that this declaration was executed on November 27, 2019 at  
20 Manhattan Beach, California.

21  
22 

23 Tagore O. Subramaniam  
24 Attorneys for Plaintiff ALICIA REYNA  
25 individually, and on behalf of others  
26 similarly situated  
27  
28



SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY	
<b>Alicia Reyna,</b>  Plaintiff  vs.  <b>WestRock Company; WestRock Services, LLC;  WestRock Consumer Packaging Group, LLC;  WestRock MWV, LLC; WestRock California LLC;  WestRock California, Inc.; WestRock CP, LLC;  WestRock Packaging Systems, LLC,</b>  Defendant	Clerk: Elise Mouisset  Date: 12/17/2019    Case No. 19CV004600
Out of Court Entries by Clerk	

Affidavit of Prejudice pursuant to 170.6 CCP against Judge Lydia M. Villareal by Plaintiff's Attorney Tagore O. Subramaniam, submitted to Judge Susan J. Matcham for reassignment.

Case is assigned to Judge Maria O. Anderson in Monterey courtroom 14.

Plaintiff's Attorney is to notice all parties accordingly.

# **EXHIBIT 6**

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** WESTROCK COMPANY, a corporation;  
**(AVISO AL DEMANDADO):** WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; Additional Parties Attachment form is attached.

**YOU ARE BEING SUED BY PLAINTIFF:** ALICIA REYNA, individually, and on  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):** behalf of others similarly situated

FOR COURT USE ONLY  
 (SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED BY  
 Superior Court of California,  
 County of Monterey  
 On 11/14/2019 12:00 PM  
 By: Jacqueline Gilbert, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
 (El nombre y dirección de la corte es):  
 Superior Court of California, County of Monterey  
 1200 Aguajito Rd.  
 Monterey, California 93940

CASE NUMBER:  
 (Número del Caso): 19CV004600

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Matthew J. Matern  
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matern Law Group, PC  
 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266

(310) 531-1900

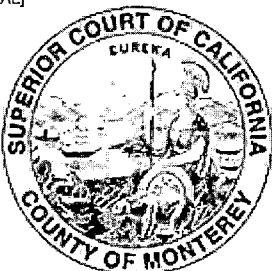
DATE: 11/14/2019  
 (Fecha)

Clerk, by /s/ Jacqueline Gilbert, Deputy  
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**NOTICE TO THE PERSON SERVED:** You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): WestRock CP, LLC, a limited liability company

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

- ☒ other (specify): limited liability company
- ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE:	CASE NUMBER:  19CV004600
--------------	--------------------------------

**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.;  
 WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company;  
 and DOES 1 through 100, inclusive,

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
Email: mmatern@maternlawgroup.com  
Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
Julia Z. Wells (SBN 314242)  
Email: jwells@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a corporation;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK MWV, LLC, a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company, formerly  
known as WESTROCK CALIFORNIA, INC.;  
WESTROCK CP, LLC, a limited liability  
company; WESTROCK PACKAGING  
SYSTEMS, LLC, a limited liability company;  
and DOES 1 through 100, inclusive,

Defendants

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/14/2019 12:00 PM  
By: Jacqueline Gilbert, Deputy

CASE NO.: 19CV004600

**COMPLAINT**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

## INTRODUCTION

PLAINTIFF ALICIA REYNA (“PLAINTIFF”), an individual, demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as follows:

## JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and Defendants WESTROCK COMPANY, a corporation; WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.; WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company and DOES 1 through 100, inclusive (collectively hereinafter, “DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Monterey, California because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of Monterey, DEFENDANTS maintain offices and facilities and transact business in the County of Monterey, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the County of Monterey.

## PLAINTIFF

3. PLAINTIFF is a female resident of the State of California and a former employee of DEFENDANTS.

4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime

1 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and  
 2 quitting employees, failure to indemnify employees for necessary expenditures and/or losses  
 3 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure  
 4 to maintain required records, and interest, attorneys' fees, costs, and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly  
 6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
 7 employees of DEFENDANTS in the State of California at any time within the period  
 8 beginning four (4) years prior to the filing of this action and ending at the time this action  
 9 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right  
 10 to name additional class representatives.

### 11 DEFENDANTS

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 13 WESTROCK COMPANY is, and at all times relevant hereto was, authorized to conduct business  
 14 in the State of California, and does conduct business in the State of California. Specifically,  
 15 DEFENDANT WESTROCK COMPANY maintains offices and facilities and conducts business  
 16 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
 17 California.

18 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 19 WESTROCK SERVICES, LLC is, and at all times relevant herein was, authorized to conduct  
 20 business in the State of California, and does conduct business in the State of California.  
 21 Specifically, upon information and belief, Defendant WESTROCK SERVICES, LLC maintains  
 22 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
 23 in, the County of Monterey, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 25 WESTROCK CONSUMER PACKAGING GROUP, LLC is, and at all times relevant hereto was,  
 26 authorized to conduct business in the State of California, and does conduct business in the State  
 27 of California. Specifically, DEFENDANT WESTROCK CONSUMER PACKAGING GROUP,  
 28 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll



1 practices or policies in, the County of Monterey, State of California.

2 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
3 WESTROCK MWV, LLC is, and at all times relevant hereto was, authorized to conduct business  
4 in the State of California, and does conduct business in the State of California. Specifically,  
5 DEFENDANT WESTROCK MWV, LLC maintains offices and facilities and conducts business  
6 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
7 California.

8 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
9 WESTROCK CALIFORNIA, LLC is, and at all times relevant hereto was, authorized to conduct  
10 business in the State of California, and does conduct business in the State of California.  
11 Specifically, DEFENDANT WESTROCK CALIFORNIA, LLC maintains offices and facilities  
12 and conducts business in, and engages in illegal payroll practices or policies in, the County of  
13 Monterey, State of California.

14 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
15 WESTROCK CP, LLC is, and at all times relevant hereto was, authorized to conduct business in  
16 the State of California, and does conduct business in the State of California. Specifically,  
17 DEFENDANT WESTROCK CP, LLC maintains offices and facilities and conducts business in,  
18 and engages in illegal payroll practices or policies in, the County of Monterey, State of  
19 California.

20 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
21 WESTROCK PACKAGING SYSTEMS, LLC is, and at all times relevant hereto was, authorized  
22 to conduct business in the State of California, and does conduct business in the State of  
23 California. Specifically, DEFENDANT WESTROCK PACKAGING SYSTEMS, LLC maintains  
24 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
25 in, the County of Monterey, State of California.

26 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
27 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
28 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant

1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
5 when ascertained.

6 14. At all relevant times herein, DEFENDANTS were the joint employers of  
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
8 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
11 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
12 Defendant, and each was the alter ego of the other.

13 15. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
19 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
20 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
22 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

23 16. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
27 and scope of said agency, employment and/or direction and control.

28 ///

17. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

### **CLASS ACTION DESIGNATION**

18. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

### **FIRST CAUSE OF ACTION**

#### **Failure to Provide Required Meal Periods**

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]**

**(Against all DEFENDANTS)**

15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than

1 the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
 2 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code  
 3 § 226.7, 512 and IWC Order No. 1-2001, § 11.

4 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
 5 Order No. 1-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were  
 6 not provided with a meal period, in accordance with the applicable wage order, one additional  
 7 hour of compensation at each employee's regular rate of pay for each workday that a meal period  
 8 was not provided.

9 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
 10 1197, and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFF and CLASS  
 11 MEMBERS for all hours worked during their meal periods.

12 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
 13 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
 14 earned and due, interest, penalties, expenses, and costs of suit.

## 15 **SECOND CAUSE OF ACTION**

### 16 **Failure to Provide Required Rest Periods**

17 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

18 **(Against all DEFENDANTS)**

19 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 20 allegations in the foregoing paragraphs.

21 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
 22 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
 23 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under  
 24 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

25 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
 26 Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
 27 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
 28 compensation at each employee's regular rate of pay for each workday that a rest period was not

1 provided.

2 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
4 earned and due, interest, penalties, expenses, and costs of suit.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
10 allegations in the foregoing paragraphs.

11 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-  
12 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
13 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
14 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
15 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
16 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
17 on the seventh consecutive day of work in any workweek.

18 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
20 Order No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
21 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
22 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
23 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
24 California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, permitting  
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate

1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
2 discovered.

3 27. In violation of California law, DEFENDANTS have knowingly and willfully  
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
11 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code  
12 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
13 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
14 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
15 fees, expenses, and costs of suit.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
21 allegations in the foregoing paragraphs.

22 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-  
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
24 worked in a payroll period is unlawful.

25 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest



breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

32. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

#### **FIFTH CAUSE OF ACTION**

##### **Failure to Pay All Wages Due to Discharged and Quitting Employees**

**[Cal. Labor Code §§ 201, 202, 203]**

**(Against all DEFENDANTS)**

33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

36. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued



1 compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
4 California Labor Code §§ 201 and 202.

5 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
7 together with interest thereon, as well as other available remedies.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
12 to California Labor Code §§ 1194 and 2699.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
20 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
22 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not  
23 limited to the following records: total daily hours worked by each employee; applicable rates of  
24 pay; all deductions; meal periods; time records showing when each employee begins and ends  
25 each work period; and accurate itemized statements.

26 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,

1 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
 2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
 3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
 4 provided in California Labor Code § 226(e), as well as other available remedies.

5 **SEVENTH CAUSE OF ACTION**

6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 10 allegations in the foregoing paragraphs.

11 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
 12 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
 13 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
 14 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
 15 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
 16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
 17 § 226 and IWC Wage Order No. 1-2001, § 7.

18 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
 19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
 20 statements in accordance with California Labor Code § 226(a).

21 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
 22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
 23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
 24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
 25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
 26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
 27 California Labor Code § 226(e), as well as other available remedies.

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**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of  
Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for tools, steel toed boots, uniform-related expenses, usage of personal cell phones, and other employment-related expenses, in violation of California Labor Code § 2802.

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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**NINTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

52. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

53. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

55. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
 2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
 3 MEMBERS.

4 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
 5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
 6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
 7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
 8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
 9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
 10 jurisdiction of this Court.

#### 11 **TENTH CAUSE OF ACTION**

#### 12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
 16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 21 and the  
 17 subparagraphs thereto.

18 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
 19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
 20 current and former employees of DEFENDANTS pursuant to the procedures specified in  
 21 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
 22 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
 23 against PLAINTIFF and CLASS MEMBERS.

24 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
 25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
 26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
 27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a  
 28 representative action for the violations set forth above, including but not limited to violations of

1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
 2 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys'  
 3 fees and costs pursuant to California Labor Code § 2699(g)(1).

4 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
 5 August 29, 2019 by online filing to the California Labor and Workforce Development Agency  
 6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California  
 7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
 8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
 9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
 11 California Labor Code § 2699.3 to commence a representative action under PAGA.

#### 12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
 14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
 15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
 18 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
 20 and IWC Wage Order No. 1-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
 23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
 24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all  
 27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

28 ///

1           8.     For interest on the unpaid wages at 10% per annum pursuant to California Labor  
2 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable  
3 provision providing for pre-judgment interest;

4           9.     For reasonable attorneys' fees and costs pursuant to California Labor Code  
5 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions  
6 providing for attorneys' fees and costs;

7           10.    For declaratory relief;

8           11.    For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,  
9 Seventh, Eighth, and Ninth Causes of Action as a class action;

10          12.    For an order appointing PLAINTIFF as class representative, and PLAINTIFF's  
11 counsel as class counsel; and

12          13.    For such further relief that the Court may deem just and proper.

13               DATED: November 14, 2019

14                       Respectfully submitted,

15                       **MATERN LAW GROUP, PC**

16  
17               By: \_\_\_\_\_

18                       Matthew J. Matern  
19                       Tagore O. Subramaniam  
20                       Julia Z. Wells  
21                       Attorneys for Plaintiff  
22                       ALICIA REYNA, individually, and on  
23                       behalf of other persons similarly situated  
24  
25  
26  
27  
28



**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



Matthew J. Matern

Tagore O. Subramaniam

Julia Z. Wells

Attorneys for Plaintiff

ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew Matern; Tagore Subramaniam; Julia Wells SBN: 159798; 280126; 314242 Matern Law Group, PC 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): Plaintiff Alicia Reyna		<b>FOR COURT USE ONLY</b>  ELECTRONICALLY FILED BY Superior Court of California, County of Monterey On 11/14/2019 12:00 PM By: Jacqueline Gilbert, Deputy	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Rd. MAILING ADDRESS: 1200 Aguajito Rd. CITY AND ZIP CODE: Monterey, 93940 BRANCH NAME: Monterey Courthouse			
CASE NAME: Alicia Reyna v. Westrock Company, et al.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">19CV004600</div>
			JUDGE:  DEPT:

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |   |
|---|---|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): Ten (10)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 14, 2019

Matthew Matern

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<b>SUPERIOR COURT OF MONTEREY COUNTY</b> Monterey Branch, 1200 Aguajito Road, Monterey, CA 93940	
Alicia Reyna vs. WestRock Company, et al.	<b>CASE NUMBER</b> 19CV004600
	<b>Case Management Conference</b>

**NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE**

**Your case designated COMPLEX or CLASS ACTION is assigned for all purposes to Honorable Lydia M. Villarreal Dept. 13**

This notice and Alternative Dispute Resolution (ADR) information packet (CI-127)\* must be served together with the Summons and Complaint pursuant to California Rule of Court 3.221. *Parties are required to follow the case management rules as outlined in California Rule of Court 3.722 and Chapter 6 of the Local Rules of Court found on the court website at [www.montereycourt.ca.gov](http://www.montereycourt.ca.gov) . A joint case management statement shall be filed prior to the conference as outlined in California Rule of Court 3.725.*

**Date: March 17, 2020      Time: 9:00 AM**

**Location: 1200 Aguajito Road, Monterey, CA 93940**

\*The ADR information packet (CI-127) can be found at FORMS on the court's website at [www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov).

Pursuant to statutes of the State of California, it is the responsibility of the court to establish procedures for the timely and effective disposition of civil cases.

The court is charged with the responsibility of ensuring all parties a fair and timely resolution of their disputes, and the court is in the best position to establish neutral rules and policies without adversely affecting all parties' right to a fair trial. Effective management of the judicial system will build continuing respect by the community of government, minimize the costs to the parties and the public, and maximize the probability that cases will be timely resolved.

The goals of the Monterey County civil case and trial management system are:

1. To provide an effective and fair procedure for the timely disposition of civil cases;
2. To provide a mechanism to gather needed case information in order to make appropriate judicial management decisions; and
3. To establish reasonable rules and policies to require that cases reporting "ready" for trial may be tried without unnecessary delays or interruptions.

***Court proceedings are in English. If you or a witness in your case needs an interpreter, please complete Judicial Council form INT—300. You must file INT-300 at the first floor clerks counter (or by e-file) 15\* business days prior to your hearing.***

***Los procedimientos judiciales son en inglés. Si usted o un testigo en su caso necesita un intérprete, complete el formulario INT-300 del Consejo Judicial. Debe presentar el INT-300 con los empleados legales de la oficina del primer piso (o mediante archivo electrónico) 15\* días hábiles antes de su audiencia.***

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
Email: mmatern@maternlawgroup.com  
Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
Julia Z. Wells (SBN 314242)  
Email: jwells@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/27/2019 11:42 AM  
By: Veronica Green, Deputy

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a Delaware  
corporation; WESTROCK SHARED  
SERVICES, LLC, a limited liability company;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK CONVERTING, LLC,  
a limited liability company; WESTROCK  
MWV, LLC, a limited liability company;  
WESTROCK HOLDINGS, INC., a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company; WESTROCK  
CP, LLC, a limited liability company;  
WESTROCK PACKAGING SYSTEMS, LLC,  
a limited liability company; and DOES 1  
through 100, inclusive,

Defendants

CASE NO.: 19CV004600

[Assigned for all purposes to the Hon. Lydia  
M. Villarreal]

**CLASS ACTION:**

**AFFIDAVIT OF PREJUDICE -  
PEREMPTORY CHALLENGE TO  
JUDICIAL OFFICER  
[C.C.P. § 170.6]**

Complaint filed: November 14, 2019

1 TO THE HONORABLE, THE SUPERVISING JUDGE OF THE ABOVE ENTITLED  
2 COURT:

3 Plaintiff Alicia Reyna, in the above-entitled matter, hereby moves that this action, which  
4 has been assigned to the Honorable Lydia M. Villarreal, Judge of the above-entitled Court, be  
5 reassigned from that judge, and that no matters hereinafter arising in this cause be heard by or  
6 assigned to the Honorable Lydia M. Villarreal on the ground that said judge is prejudiced against  
7 the plaintiff, her attorney and plaintiff's interests, in this action.

8  
9 AFFIDAVIT OF PREJUDICE - PEREMPTORY CHALLENGE TO JUDICIAL  
10 OFFICER

11  
12 I, Tagore Subramaniam, declare as follows:

- 13 1. That I am an attorney for plaintiff Alicia Reyna in the within action.  
14 2. That the Honorable Lydia M. Villarreal, the judicial officer before whom the  
15 aforesaid action is assigned, is prejudiced against plaintiff Alicia Reyna, the interest of plaintiff,  
16 and her attorneys, so that declarant and plaintiff cannot and believe that he and plaintiff cannot  
17 have a fair and impartial trial or hearing before the judicial officer.

18 I declare under penalty of perjury according to the laws of the State of California that the  
19 foregoing is true and correct, and that this declaration was executed on November 27, 2019 at  
20 Manhattan Beach, California.

21  
22 

23 Tagore O. Subramaniam  
24 Attorneys for Plaintiff ALICIA REYNA  
25 individually, and on behalf of others  
26 similarly situated  
27  
28

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b>	
<b>Alicia Reyna,</b>  Plaintiff  vs.  <b>WestRock Company; WestRock Services, LLC;  WestRock Consumer Packaging Group, LLC;  WestRock MWV, LLC; WestRock California LLC;  WestRock California, Inc.; WestRock CP, LLC;  WestRock Packaging Systems, LLC,</b>  Defendant	Clerk: Elise Mouisset  Date: 12/17/2019          
	<b>Case No. 19CV004600</b>
<b>Out of Court Entries by Clerk</b>	

Affidavit of Prejudice pursuant to 170.6 CCP against Judge Lydia M. Villareal by Plaintiff's Attorney Tagore O. Subramaniam, submitted to Judge Susan J. Matcham for reassignment.

Case is assigned to Judge Marla O. Anderson in Monterey courtroom 14.

Plaintiff's Attorney is to notice all parties accordingly.



# **EXHIBIT 7**

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** WESTROCK COMPANY, a corporation;  
**(AVISO AL DEMANDADO):** WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company;  
 Additional Parties Attachment form is attached.

**YOU ARE BEING SUED BY PLAINTIFF:** ALICIA REYNA, individually, and on  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):** behalf of others similarly situated

FOR COURT USE ONLY  
 (SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED BY  
 Superior Court of California,  
 County of Monterey  
 On 11/14/2019 12:00 PM  
 By: Jacqueline Gilbert, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
 (El nombre y dirección de la corte es):  
 Superior Court of California, County of Monterey  
 1200 Aguajito Rd.

Monterey, California 93940

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Matthew J. Matern  
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matern Law Group, PC

1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266

(310) 531-1900

DATE: 11/14/2019  
 (Fecha)

Clerk, by /s/ Jacqueline Gilbert, Deputy  
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

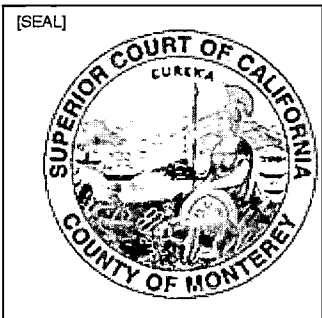
**NOTICE TO THE PERSON SERVED:** You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): WestRock Packaging Systems, LLC, a limited liability company

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

- ☒ other (specify): limited liability company
- ☐ by personal delivery on (date):



SUM-200(A)

SHORT TITLE:  	CASE NUMBER:  19CV004600
----------------------	--------------------------------

**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.;  
 WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company;  
 and DOES 1 through 100, inclusive,

Page 1 of 1

Page 1 of 1

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
Email: mmatern@maternlawgroup.com  
Tagore O. Subramaniam (SBN 280126)  
Email: tagore@maternlawgroup.com  
Julia Z. Wells (SBN 314242)  
Email: jwells@maternlawgroup.com  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a corporation;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK MWV, LLC, a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company, formerly  
known as WESTROCK CALIFORNIA, INC.;  
WESTROCK CP, LLC, a limited liability  
company; WESTROCK PACKAGING  
SYSTEMS, LLC, a limited liability company;  
and DOES 1 through 100, inclusive,

Defendants

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/14/2019 12:00 PM  
By: Jacqueline Gilbert, Deputy

CASE NO.: 19CV004600

**COMPLAINT**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

PLAINTIFF ALICIA REYNA (“PLAINTIFF”), an individual, demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as follows:

**JURISDICTION AND VENUE**

1. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and Defendants WESTROCK COMPANY, a corporation; WESTROCK SERVICES, LLC, a limited liability company; WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability company; WESTROCK MWV, LLC, a limited liability company; WESTROCK CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK CALIFORNIA, INC.; WESTROCK CP, LLC, a limited liability company; WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company and DOES 1 through 100, inclusive (collectively hereinafter, “DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Monterey, California because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the County of Monterey, DEFENDANTS maintain offices and facilities and transact business in the County of Monterey, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in the County of Monterey.

**PLAINTIFF**

3. PLAINTIFF is a female resident of the State of California and a former employee of DEFENDANTS.

4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime

1 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and  
 2 quitting employees, failure to indemnify employees for necessary expenditures and/or losses  
 3 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure  
 4 to maintain required records, and interest, attorneys' fees, costs, and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly  
 6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
 7 employees of DEFENDANTS in the State of California at any time within the period  
 8 beginning four (4) years prior to the filing of this action and ending at the time this action  
 9 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right  
 10 to name additional class representatives.

#### 11 DEFENDANTS

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 13 WESTROCK COMPANY is, and at all times relevant hereto was, authorized to conduct business  
 14 in the State of California, and does conduct business in the State of California. Specifically,  
 15 DEFENDANT WESTROCK COMPANY maintains offices and facilities and conducts business  
 16 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
 17 California.

18 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 19 WESTROCK SERVICES, LLC is, and at all times relevant herein was, authorized to conduct  
 20 business in the State of California, and does conduct business in the State of California.  
 21 Specifically, upon information and belief, Defendant WESTROCK SERVICES, LLC maintains  
 22 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
 23 in, the County of Monterey, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
 25 WESTROCK CONSUMER PACKAGING GROUP, LLC is, and at all times relevant hereto was,  
 26 authorized to conduct business in the State of California, and does conduct business in the State  
 27 of California. Specifically, DEFENDANT WESTROCK CONSUMER PACKAGING GROUP,  
 28 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll

1 practices or policies in, the County of Monterey, State of California.

2 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
3 WESTROCK MWV, LLC is, and at all times relevant hereto was, authorized to conduct business  
4 in the State of California, and does conduct business in the State of California. Specifically,  
5 DEFENDANT WESTROCK MWV, LLC maintains offices and facilities and conducts business  
6 in, and engages in illegal payroll practices or policies in, the County of Monterey, State of  
7 California.

8 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
9 WESTROCK CALIFORNIA, LLC is, and at all times relevant hereto was, authorized to conduct  
10 business in the State of California, and does conduct business in the State of California.  
11 Specifically, DEFENDANT WESTROCK CALIFORNIA, LLC maintains offices and facilities  
12 and conducts business in, and engages in illegal payroll practices or policies in, the County of  
13 Monterey, State of California.

14 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
15 WESTROCK CP, LLC is, and at all times relevant hereto was, authorized to conduct business in  
16 the State of California, and does conduct business in the State of California. Specifically,  
17 DEFENDANT WESTROCK CP, LLC maintains offices and facilities and conducts business in,  
18 and engages in illegal payroll practices or policies in, the County of Monterey, State of  
19 California.

20 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
21 WESTROCK PACKAGING SYSTEMS, LLC is, and at all times relevant hereto was, authorized  
22 to conduct business in the State of California, and does conduct business in the State of  
23 California. Specifically, DEFENDANT WESTROCK PACKAGING SYSTEMS, LLC maintains  
24 offices and facilities and conducts business in, and engages in illegal payroll practices or policies  
25 in, the County of Monterey, State of California.

26 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
27 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
28 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant



1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
5 when ascertained.

6 14. At all relevant times herein, DEFENDANTS were the joint employers of  
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
8 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
11 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
12 Defendant, and each was the alter ego of the other.

13 15. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
19 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
20 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
22 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

23 16. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
27 and scope of said agency, employment and/or direction and control.

28 ///

17. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

### **CLASS ACTION DESIGNATION**

18. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

### **FIRST CAUSE OF ACTION**

#### **Failure to Provide Required Meal Periods**

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]**

**(Against all DEFENDANTS)**

15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than

1 the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
 2 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code  
 3 § 226.7, 512 and IWC Order No. 1-2001, § 11.

4 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
 5 Order No. 1-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were  
 6 not provided with a meal period, in accordance with the applicable wage order, one additional  
 7 hour of compensation at each employee's regular rate of pay for each workday that a meal period  
 8 was not provided.

9 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
 10 1197, and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFF and CLASS  
 11 MEMBERS for all hours worked during their meal periods.

12 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
 13 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
 14 earned and due, interest, penalties, expenses, and costs of suit.

## 15 **SECOND CAUSE OF ACTION**

### 16 **Failure to Provide Required Rest Periods**

17 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

18 **(Against all DEFENDANTS)**

19 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 20 allegations in the foregoing paragraphs.

21 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
 22 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
 23 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under  
 24 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

25 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
 26 Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
 27 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
 28 compensation at each employee's regular rate of pay for each workday that a rest period was not

1 provided.

2 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
4 earned and due, interest, penalties, expenses, and costs of suit.

### 5 **THIRD CAUSE OF ACTION**

#### 6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
10 allegations in the foregoing paragraphs.

11 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-  
12 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
13 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
14 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
15 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
16 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
17 on the seventh consecutive day of work in any workweek.

18 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
20 Order No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
21 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
22 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
23 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
24 California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, permitting  
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate

1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
2 discovered.

3 27. In violation of California law, DEFENDANTS have knowingly and willfully  
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
11 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code  
12 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
13 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
14 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
15 fees, expenses, and costs of suit.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
21 allegations in the foregoing paragraphs.

22 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-  
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
24 worked in a payroll period is unlawful.

25 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest

breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

32. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

#### **FIFTH CAUSE OF ACTION**

##### **Failure to Pay All Wages Due to Discharged and Quitting Employees**

**[Cal. Labor Code §§ 201, 202, 203]**

**(Against all DEFENDANTS)**

33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

36. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued



1 compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
4 California Labor Code §§ 201 and 202.

5 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
7 together with interest thereon, as well as other available remedies.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
12 to California Labor Code §§ 1194 and 2699.

### 13 **SIXTH CAUSE OF ACTION**

#### 14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
20 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
22 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not  
23 limited to the following records: total daily hours worked by each employee; applicable rates of  
24 pay; all deductions; meal periods; time records showing when each employee begins and ends  
25 each work period; and accurate itemized statements.

26 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,



1 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
 2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
 3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
 4 provided in California Labor Code § 226(e), as well as other available remedies.

### 5 SEVENTH CAUSE OF ACTION

#### 6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
 10 allegations in the foregoing paragraphs.

11 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
 12 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
 13 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
 14 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
 15 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
 16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
 17 § 226 and IWC Wage Order No. 1-2001, § 7.

18 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
 19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
 20 statements in accordance with California Labor Code § 226(a).

21 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
 22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
 23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
 24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
 25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
 26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
 27 California Labor Code § 226(e), as well as other available remedies.

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**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of  
Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for tools, steel toed boots, uniform-related expenses, usage of personal cell phones, and other employment-related expenses, in violation of California Labor Code § 2802.

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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**NINTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

52. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

53. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

55. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
 2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
 3 MEMBERS.

4 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
 5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
 6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
 7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
 8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
 9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
 10 jurisdiction of this Court.

#### 11 **TENTH CAUSE OF ACTION**

#### 12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
 16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 21 and the  
 17 subparagraphs thereto.

18 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
 19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
 20 current and former employees of DEFENDANTS pursuant to the procedures specified in  
 21 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
 22 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
 23 against PLAINTIFF and CLASS MEMBERS.

24 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
 25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
 26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
 27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a  
 28 representative action for the violations set forth above, including but not limited to violations of

1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
 2 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys'  
 3 fees and costs pursuant to California Labor Code § 2699(g)(1).

4 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
 5 August 29, 2019 by online filing to the California Labor and Workforce Development Agency  
 6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California  
 7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
 8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
 9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
 11 California Labor Code § 2699.3 to commence a representative action under PAGA.

#### 12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
 14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
 15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
 18 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
 20 and IWC Wage Order No. 1-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
 23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
 24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all  
 27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

28 ///

8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;

10. For declaratory relief;

11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;

12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

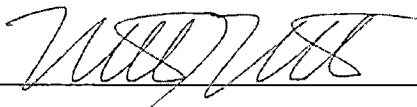
13. For such further relief that the Court may deem just and proper.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By: \_\_\_\_\_

  
Matthew J. Matern  
Tagore O. Subramaniam  
Julia Z. Wells  
Attorneys for Plaintiff  
ALICIA REYNA, individually, and on  
behalf of other persons similarly situated

**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 14, 2019

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



Matthew J. Matern  
Tagore O. Subramaniam  
Julia Z. Wells  
Attorneys for Plaintiff  
ALICIA REYNA, individually, and on  
behalf of other persons similarly situated



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew Matern; Tagore Subramaniam; Julia Wells SBN: 159798; 280126; 314242 Matern Law Group, PC 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): Plaintiff Alicia Reyna		<b>FOR COURT USE ONLY</b>  ELECTRONICALLY FILED BY Superior Court of California, County of Monterey On 11/14/2019 12:00 PM By: Jacqueline Gilbert, Deputy	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Rd. MAILING ADDRESS: 1200 Aguajito Rd. CITY AND ZIP CODE: Monterey, 93940 BRANCH NAME: Monterey Courthouse			
CASE NAME: Alicia Reyna v. Westrock Company, et al.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>19CV004600</b>  JUDGE:  DEPT:

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

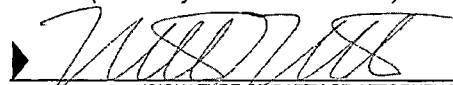
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence  | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): Ten (10)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 14, 2019

Matthew Matern

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<b>SUPERIOR COURT OF MONTEREY COUNTY</b> Monterey Branch, 1200 Aguajito Road, Monterey, CA 93940	
Alicia Reyna vs. WestRock Company, et al.	<b>CASE NUMBER</b> 19CV004600
	Case Management Conference

**NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE**

**Your case designated COMPLEX or CLASS ACTION is assigned for all purposes to Honorable Lydia M. Villarreal Dept. 13**

This notice and Alternative Dispute Resolution (ADR) information packet (CI-127)\* must be served together with the Summons and Complaint pursuant to California Rule of Court 3.221. *Parties are required to follow the case management rules as outlined in California Rule of Court 3.722 and Chapter 6 of the Local Rules of Court found on the court website at [www.montereycourt.ca.gov](http://www.montereycourt.ca.gov) . A joint case management statement shall be filed prior to the conference as outlined in California Rule of Court 3.725.*

**Date: March 17, 2020      Time: 9:00 AM**

**Location: 1200 Aguajito Road, Monterey, CA 93940**

\*The ADR information packet (CI-127) can be found at FORMS on the court's website at [www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov).

Pursuant to statutes of the State of California, it is the responsibility of the court to establish procedures for the timely and effective disposition of civil cases.

The court is charged with the responsibility of ensuring all parties a fair and timely resolution of their disputes, and the court is in the best position to establish neutral rules and policies without adversely affecting all parties' right to a fair trial. Effective management of the judicial system will build continuing respect by the community of government, minimize the costs to the parties and the public, and maximize the probability that cases will be timely resolved.

The goals of the Monterey County civil case and trial management system are:

1. To provide an effective and fair procedure for the timely disposition of civil cases;
2. To provide a mechanism to gather needed case information in order to make appropriate judicial management decisions; and
3. To establish reasonable rules and policies to require that cases reporting "ready" for trial may be tried without unnecessary delays or interruptions.

*Court proceedings are in English. If you or a witness in your case needs an interpreter, please complete Judicial Council form INT—300. **You must file INT-300 at the first floor clerks counter (or by e-file) 15\* business days prior to your hearing.***

*Los procedimientos judiciales son en inglés. Si usted o un testigo en su caso necesita un intérprete, complete el formulario INT-300 del Consejo Judicial. **Debe presentar el INT-300 con los empleados legales de la oficina del primer piso (o mediante archivo electrónico) 15\* días hábiles antes de su audiencia.***

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Attorneys for Plaintiff ALICIA REYNA  
individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

ALICIA REYNA, individually, and on behalf  
of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a Delaware  
corporation; WESTROCK SHARED  
SERVICES, LLC, a limited liability company;  
WESTROCK SERVICES, LLC, a limited  
liability company; WESTROCK CONSUMER  
PACKAGING GROUP, LLC, a limited liability  
company; WESTROCK CONVERTING, LLC,  
a limited liability company; WESTROCK  
MWV, LLC, a limited liability company;  
WESTROCK HOLDINGS, INC., a limited  
liability company; WESTROCK CALIFORNIA  
LLC, a limited liability company; WESTROCK  
CP, LLC, a limited liability company;  
WESTROCK PACKAGING SYSTEMS, LLC,  
a limited liability company; and DOES 1  
through 100, inclusive,

Defendants

ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 11/27/2019 11:42 AM  
By: Veronica Green, Deputy

CASE NO.: 19CV004600

[Assigned for all purposes to the Hon. Lydia  
M. Villarreal]

**CLASS ACTION:**

**AFFIDAVIT OF PREJUDICE -  
PEREMPTORY CHALLENGE TO  
JUDICIAL OFFICER  
[C.C.P. § 170.6]**

Complaint filed: November 14, 2019

1 TO THE HONORABLE, THE SUPERVISING JUDGE OF THE ABOVE ENTITLED  
2 COURT:

3 Plaintiff Alicia Reyna, in the above-entitled matter, hereby moves that this action, which  
4 has been assigned to the Honorable Lydia M. Villarreal, Judge of the above-entitled Court, be  
5 reassigned from that judge, and that no matters hereinafter arising in this cause be heard by or  
6 assigned to the Honorable Lydia M. Villarreal on the ground that said judge is prejudiced against  
7 the plaintiff, her attorney and plaintiff's interests, in this action.

8  
9 AFFIDAVIT OF PREJUDICE - PEREMPTORY CHALLENGE TO JUDICIAL  
10 OFFICER

11  
12 I, Tagore Subramaniam, declare as follows:

- 13 1. That I am an attorney for plaintiff Alicia Reyna in the within action.  
14 2. That the Honorable Lydia M. Villarreal, the judicial officer before whom the  
15 aforesaid action is assigned, is prejudiced against plaintiff Alicia Reyna, the interest of plaintiff,  
16 and her attorneys, so that declarant and plaintiff cannot and believe that he and plaintiff cannot  
17 have a fair and impartial trial or hearing before the judicial officer.

18 I declare under penalty of perjury according to the laws of the State of California that the  
19 foregoing is true and correct, and that this declaration was executed on November 27, 2019 at  
20 Manhattan Beach, California.

21  
22 

23 Tagore O. Subramaniam  
24 Attorneys for Plaintiff ALICIA REYNA  
25 individually, and on behalf of others  
26 similarly situated  
27  
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY	
<b>Alicia Reyna,</b>  Plaintiff  vs.  <b>WestRock Company; WestRock Services, LLC;  WestRock Consumer Packaging Group, LLC;  WestRock MWV, LLC; WestRock California LLC;  WestRock California, Inc.; WestRock CP, LLC;  WestRock Packaging Systems, LLC,</b>  Defendant	Clerk: Elise Mouisset  Date: 12/17/2019    Case No. 19CV004600
Out of Court Entries by Clerk	

Affidavit of Prejudice pursuant to 170.6 CCP against Judge Lydia M. Villareal by Plaintiff's Attorney Tagore O. Subramaniam, submitted to Judge Susan J. Matcham for reassignment.

Case is assigned to Judge Marla O. Anderson in Monterey courtroom 14.

Plaintiff's Attorney is to notice all parties accordingly.